

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

LYCEUM ENTERPRISES INC. DBA  
LYCEUM II,

Plaintiff,

vs.

VANTAPRO SPECIALTY INSURANCE  
COMPANY,

Defendant.

Civil Action No.

**NOTICE OF REMOVAL**

**TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

Pursuant to 28 U.S.C. §§ 1441 and 1446, Defendant Vantapro Specialty Insurance Company (“Vantapro”), hereby files this Notice of Removal of the above-captioned matter from the Superior Court of the State of New Jersey, Law Division, Ocean County, to the United States District Court for the District of New Jersey. In support of the removal, Vantapro respectfully states:

**THE STATE COURT ACTION**

1. On April 9, 2025, Plaintiff LYCEUM ENTERPRISES INC. DBA LYCEUM II (“Plaintiff”) filed a Summons and Complaint in the Superior Court of the State of New Jersey, Law Division, Ocean County bearing docket number OCN-L-000991-25 (the “State Court Action”). A copy of the Summons and Complaint in the State Court Action is annexed hereto as Exhibit A.

2. The Summons and Complaint in the State Court Action was served on Vantapro via a letter from counsel for Plaintiff dated April 16, 2025, which was received on April 22, 2025. A copy of the letter served on Vantapro is annexed hereto as Exhibit B.

3. This Notice of Removal is, therefore, timely since it has been “filed within thirty days after the receipt by [] Defendant[s], through service or otherwise, of a copy of the initial pleading setting forth the claim for relief...,” as required by 28 U.S.C. § 1446(b).

4. The Summons and Complaint in the State Court Action constitutes all of the processes, pleadings, and orders filed or served in the State Court Action.

5. The Complaint in the State Court Action constitutes the initial pleading for purposes of removal under 28 U.S.C. § 1446(b) as it references the necessary alleged facts to support this removal.

6. Vantapro has not yet answered or appeared in the State Court Action and its time to answer or move with respect to the Complaint therein has not yet expired.

### **JURISDICTION AND VENUE**

7. This Court holds original jurisdiction over this action pursuant to 28 U.S.C. § 1332 because this is a civil action seeking damages where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states.

8. Venue is proper because this district court embraces civil actions filed in the Superior Court of New Jersey. *See* 28 U.S.C. § 1441(a).

9. No previous application has been made for the relief requested herein.

10. Accordingly, Vantapro seeks to exercise its right to remove this action from the Superior Court of New Jersey to the United States District Court for the District of New Jersey.

**I. Complete Diversity of Citizenship Exists Between the Parties**

8. Plaintiff is a corporation organized and existing under the laws of the State of New Jersey bearing Entity Id 0100508273, with a principal place of business at 1004 Barnegat Avenue, Ship Bottom, New Jersey 08008.

9. Vantapro is now, and was at the time the State Court Action was commenced, a corporation organized and existing under the laws of the State of Arkansas, with its principal place of business located at 199 Water Street New York, NY 10038

10. Accordingly, the citizenship of the parties is diverse.

**II. The Amount in Controversy Requirement is Satisfied**

11. The amount-in-controversy requirement for diversity jurisdiction is satisfied in this case because the Complaint references Plaintiff's demand of benefits, which is for the amount of \$373,988.44 per its public adjuster's estimate. A copy of the public adjuster's estimate is annexed hereto as Exhibit C.

12. As such, the "matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs." 28 U.S.C. § 1332(a).

**CONCLUSION**

13. In sum, this Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because diversity of citizenship exists as between Plaintiff and Vantapro, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

14. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being filed with the Clerk for the Superior Court of New Jersey.

WHEREFORE, Defendant Vantapro Specialty Insurance Company respectfully requests that this action be removed from the Superior Court of New Jersey to the United States District

Court for the District of New Jersey and that this Court assume jurisdiction of this action and make such further orders as may be required to properly determine this controversy.

Dated: May 14, 2025

Respectfully submitted,

/s/ Costantino P. Suriano

Costantino P. Suriano

Amir M. Botros

**MOUND COTTON WOLLAN**

**& GREENGRASS LLP**

30A Vreeland Road, Suite 210

Florham Park, New Jersey 07932

973-494-0600

[csuriano@moundcotton.com](mailto:csuriano@moundcotton.com)

[abotros@moundcotton.com](mailto:abotros@moundcotton.com)

*Attorneys for Defendant*

*Vantapro Specialty Insurance Company*



# EXHIBIT A

**WHEELER DIULIO & BARNABEI, P.C.**

BY: Anthony DiUlio, Esquire

Attorney for Plaintiff

Attorney I.D. No.: 018072012

1650 Arch Street

Suite 2200

Philadelphia, PA 19103

Phone: (215) 971-1000

Email: [adiulio@wdblegal.com](mailto:adiulio@wdblegal.com)

LYCEUM ENTERPRISES INC. DBA  
LYCEUM II  
1004 Barnegat Ave.  
Ship Bottom, NJ 08008

vs.

VANTAPRO SPECIALTY INSURANCE  
COMPANY  
199 Water Street  
New York, NY 10098

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION

OCEAN COUNTY

DOCKET NO.

**CIVIL ACTION COMPLAINT,  
DESIGNATION OF TRIAL COUNSEL  
AND JURY DEMAND**

Plaintiff, Lyceum Enterprises Inc. DBA Lyceum II, (hereinafter referred to as "Plaintiff")  
residing at 1004 Barnegat Ave., Ship Bottom, NJ 08008, by way of Complaint against the  
Defendant, Vantapro Specialty Insurance Company, says:

**FIRST COUNT**

1. At all times referred to herein, Defendant, Vantapro Specialty Insurance  
Company, is a business duly organized and existing which is licensed to issue policies of  
insurance in the State of New Jersey and maintains a place of business located at 199 Water  
Street, New York, NY 10098.

2. Defendant, in its regular course of business, issued to Plaintiff a policy of  
insurance covering Plaintiff's premises located at 685 Mill Creek Rd, Manahawkin, NJ 08050. A  
copy of the Policy is not in Plaintiff's possession, but a copy of same is believed to be in  
Defendant's care, custody and control.

3. On or about 4/29/2023, while said policy of insurance was in full force and effect, Plaintiff suffered direct physical loss to the insured premises.

4. Notice of this covered loss was given to Defendant in a prompt and timely manner, and Plaintiff has done and otherwise performed all things required of Plaintiff under the policy of insurance issued by Defendant.

5. Defendant, despite demand for benefits under its policy of insurance, has failed and refused to pay to Plaintiff those benefits due and owing under said policy of insurance.

6. Defendant has breached its contractual obligations to pay benefits to Plaintiff for a loss covered under Defendant's policy of insurance.

7. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the aforesaid policy of insurance, Plaintiff has suffered loss and damage to the property, forcing expenses to be incurred to repair and replace the damaged property.

**WHEREFORE**, Plaintiff demands judgment against Defendant for compensatory damages, costs of suit, and such other relief as the Court may deem equitable and just.

#### **DESIGNATION OF TRIAL COUNSEL**

Pursuant to Rule 4:25-4, Anthony DiUlio, Esquire, is hereby designated as trial counsel in the above-captioned litigation on behalf of the firm of Wheeler, DiUlio & Barnabei, P.C.

#### **DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury on all the issues so triable herein.

#### **CERTIFICATION PURSUANT TO RULE 4:51**

The matter in controversy is not the subject of any other action pending in any other Court. There are no pending arbitration proceedings. No other action or arbitration proceedings

are contemplated. No non-party is known who would be subject to joinder because of potential liability.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WHEELER, DIULIO & BARNABEI, P.C.

BY: /s/ Anthony DiUlio  
ANTHONY DIULIO, ESQUIRE  
Attorney for Plaintiff

Dated: April 9, 2025

## Civil Case Information Statement

### Case Details: OCEAN | Civil Part Docket# L-000991-25

**Case Caption:** LYCEUM ENTERPRISES I NC. VS  
VANTAPRO SPECIALTY I

**Case Initiation Date:** 04/09/2025

**Attorney Name:** ANTHONY J DIULIO

**Firm Name:** WHEELER, DIULIO & BARNABEI, PC

**Address:** 1650 ARCH ST. STE 2200  
PHILADELPHIA PA 19103

**Phone:** 2155682900

**Name of Party:** PLAINTIFF : Lyceum Enterprises Inc.

**Name of Defendant's Primary Insurance Company**  
(if known): Unknown

**Case Type:** CONTRACT/COMMERCIAL TRANSACTION

**Document Type:** Complaint with Jury Demand

**Jury Demand:** YES - 12 JURORS

**Is this a professional malpractice case?** NO

**Related cases pending:** NO

**If yes, list docket numbers:**

**Do you anticipate adding any parties (arising out of same transaction or occurrence)?** NO

**Does this case involve claims related to COVID-19?** NO

**Are sexual abuse claims alleged by: Lyceum Enterprises Inc.?** NO

### THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

**Do parties have a current, past, or recurrent relationship?** YES

**If yes, is that relationship:** Other(explain) Insurance

**Does the statute governing this case provide for payment of fees by the losing party?** NO

**Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:**

**Do you or your client need any disability accommodations?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO

**If yes, for what language:**

**Please check off each applicable category:** Putative Class Action? NO Title 59? NO Consumer Fraud? NO  
Medical Debt Claim? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

04/09/2025  
Dated

/s/ ANTHONY J DIULIO  
Signed

# **EXHIBIT B**



THE PROPERTY DAMAGE ATTORNEYS

RECEIVED

APR 22 2025

Legal Dept.

**PHILADELPHIA OFFICE**  
1650 Arch Street  
Suite 2200  
Philadelphia, PA 19103  
☎ 215.971.1000  
☎ 215.568.2901

**NEW JERSEY OFFICE**  
1040 Kings Highway North  
Suite 205  
Cherry Hill, NJ 08034  
☎ 856.874.1447  
☎ 215.568.2901

E-mail: [adiulio@wdblegal.com](mailto:adiulio@wdblegal.com)

April 16, 2025

Vantapro Specialty Insurance Company  
199 Water Street  
New York, NY 10098

RE: Lyceum Enterprises Inc. DBA Lyceum II Health & Fitness Club v. Vantapro Specialty Insurance Company  
DOL: 4/29/2023  
Loss Address: 685 Mill Creek Rd, Manahawkin, NJ 08050

Dear Vantapro Specialty Insurance Company,

Enclosed please find a true and correct copy of Summons, Track Assignment Notice and Complaint filed against you in the above matter. Please be advised that you have thirty-five (35) days from receipt of these documents in which to respond to this Complaint.

Kindly forward this Complaint to your attorney immediately.

Sincerely,

/s/ *Anthony DiMlio*  
ANTHONY DIULIO

**CERTIFIED MAIL/RETURN RECEIPT REQUESTED**  
**NO. 9589 0710 5270 1823 0405 22**

**WHEELER DIULIO & BARNABEI, P.C.**

BY: Anthony DiUlio, Esquire  
Attorney I.D. No.: 018072012  
1650 Arch Street  
Suite 2200  
Philadelphia, PA 19103  
Phone: (215) 971-1000  
Email: [adiulio@wdblegal.com](mailto:adiulio@wdblegal.com)

Attorney for Plaintiff

LYCEUM ENTERPRISES INC. DBA  
LYCEUM II  
1004 Barnegat Ave.  
Ship Bottom, NJ 08008

vs.

VANTAPRO SPECIALTY INSURANCE  
COMPANY  
199 Water Street  
New York, NY 10098

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION

OCEAN COUNTY

DOCKET NO. OCN-L-000991-25

**SUMMONS**

From The State of New Jersey, To The Defendant(s) Named Above:

The Plaintiff(s), named above, have filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer of motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971 Trenton, NJ 08625. A \$175.00 filing fee payable to the clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to Plaintiff's attorney whose name and address appear above, or to Plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer of motion if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief Plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not



eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

/s/ Michelle M. Smith  
Michelle M. Smith, Acting Clerk  
of the Superior Court

DATED: April 16, 2025

Name and Address of Defendant for Service:

**VANTAPRO SPECIALTY INSURANCE  
COMPANY  
199 Water Street  
New York, NY 10098**



**WHEELER  
DIULIO &  
BARNABEI**

THE PROPERTY DAMAGE ATTORNEYS

**RECEIVED**

**APR 22 2025**

**Legal Dept.**

**PHILADELPHIA OFFICE**

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E-mail: [adiulio@wdblegal.com](mailto:adiulio@wdblegal.com)

April 16, 2025

Vantapro Specialty Insurance Company  
199 Water Street  
New York, NY 10098

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Kindly forward this Complaint to your attorney immediately.

Sincerely,

/s/ *Anthony DiIulio*  
ANTHONY DIULIO

**CERTIFIED MAIL/RETURN RECEIPT REQUESTED  
NO. 9589 0710 5270 1823 0405 22**

**WHEELER DIULIO & BARNABEI, P.C.**

BY: Anthony DiUlio, Esquire  
Attorney I.D. No.: 018072012  
1650 Arch Street  
Suite 2200  
Philadelphia, PA 19103  
Phone: (215) 971-1000  
Email: [adiulio@wdblegal.com](mailto:adiulio@wdblegal.com)

Attorney for Plaintiff

LYCEUM ENTERPRISES INC. DBA  
LYCEUM II  
1004 Barnegat Ave.  
Ship Bottom, NJ 08008

vs.

VANTAPRO SPECIALTY INSURANCE  
COMPANY  
199 Water Street  
New York, NY 10098

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION

OCEAN COUNTY

DOCKET NO. OCN-L-000991-25

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If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not

eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

/s/ Michelle M. Smith

Michelle M. Smith, Acting Clerk  
of the Superior Court

DATED: April 16, 2025

Name and Address of Defendant for Service:

**VANTAPRO SPECIALTY INSURANCE  
COMPANY  
199 Water Street  
New York, NY 10098**

**WHEELER DIULIO & BARNABEI, P.C.**

BY: Anthony DiUlio, Esquire  
Attorney I.D. No.: 018072012  
1650 Arch Street  
Suite 2200  
Philadelphia, PA 19103  
Phone: (215) 971-1000  
Email: [adiulio@wdblegal.com](mailto:adiulio@wdblegal.com)

Attorney for Plaintiff

LYCEUM ENTERPRISES INC. DBA  
LYCEUM II  
1004 Barnegat Ave.  
Ship Bottom, NJ 08008

vs.

VANTAPRO SPECIALTY INSURANCE  
COMPANY  
199 Water Street  
New York, NY 10098

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION

OCEAN COUNTY

DOCKET NO.

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DESIGNATION OF TRIAL COUNSEL  
AND JURY DEMAND**

Plaintiff, Lyceum Enterprises Inc. DBA Lyceum II, (hereinafter referred to as "Plaintiff")  
residing at 1004 Barnegat Ave., Ship Bottom, NJ 08008, by way of Complaint against the  
Defendant, Vantapro Specialty Insurance Company, says:

**FIRST COUNT**

1. At all times referred to herein, Defendant, Vantapro Specialty Insurance Company, is a business duly organized and existing which is licensed to issue policies of insurance in the State of New Jersey and maintains a place of business located at 199 Water Street, New York, NY 10098.
2. Defendant, in its regular course of business, issued to Plaintiff a policy of insurance covering Plaintiff's premises located at 685 Mill Creek Rd, Manahawkin, NJ 08050. A copy of the Policy is not in Plaintiff's possession, but a copy of same is believed to be in Defendant's care, custody and control.



3. On or about 4/29/2023, while said policy of insurance was in full force and effect, Plaintiff suffered direct physical loss to the insured premises.

4. Notice of this covered loss was given to Defendant in a prompt and timely manner, and Plaintiff has done and otherwise performed all things required of Plaintiff under the policy of insurance issued by Defendant.

5. Defendant, despite demand for benefits under its policy of insurance, has failed and refused to pay to Plaintiff those benefits due and owing under said policy of insurance.

6. Defendant has breached its contractual obligations to pay benefits to Plaintiff for a loss covered under Defendant's policy of insurance.

7. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the aforesaid policy of insurance, Plaintiff has suffered loss and damage to the property, forcing expenses to be incurred to repair and replace the damaged property.

**WHEREFORE**, Plaintiff demands judgment against Defendant for compensatory damages, costs of suit, and such other relief as the Court may deem equitable and just.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to Rule 4:25-4, Anthony DiUlio, Esquire, is hereby designated as trial counsel in the above-captioned litigation on behalf of the firm of Wheeler, DiUlio & Barnabei, P.C.

**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury on all the issues so triable herein.

**CERTIFICATION PURSUANT TO RULE 4:51**

The matter in controversy is not the subject of any other action pending in any other Court. There are no pending arbitration proceedings. No other action or arbitration proceedings

are contemplated. No non-party is known who would be subject to joinder because of potential liability.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WHEELER, DIULIO & BARNABEI, P.C.

BY: /s/ Anthony DiUlio  
ANTHONY DIULIO, ESQUIRE  
Attorney for Plaintiff

Dated: April 9, 2025

## Civil Case Information Statement

### Case Details: OCEAN | Civil Part Docket# L-000991-25

**Case Caption:** LYCEUM ENTERPRISES I NC. VS  
VANTAPRO SPECIALTY I

**Case Initiation Date:** 04/09/2025

**Attorney Name:** ANTHONY J DIULIO

**Firm Name:** WHEELER, DIULIO & BARNABEI, PC

**Address:** 1650 ARCH ST. STE 2200  
PHILADELPHIA PA 19103

**Phone:** 2155682900

**Name of Party:** PLAINTIFF : Lyceum Enterprises inc.

**Name of Defendant's Primary Insurance Company**  
(if known): Unknown

**Case Type:** CONTRACT/COMMERCIAL TRANSACTION

**Document Type:** Complaint with Jury Demand

**Jury Demand:** YES - 12 JURORS

**Is this a professional malpractice case?** NO

**Related cases pending:** NO

**If yes, list docket numbers:**

**Do you anticipate adding any parties (arising out of same transaction or occurrence)?** NO

**Does this case involve claims related to COVID-19?** NO

**Are sexual abuse claims alleged by: Lyceum Enterprises Inc.?** NO

### THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

**Do parties have a current, past, or recurrent relationship?** YES

**If yes, is that relationship:** Other(explain) Insurance

**Does the statute governing this case provide for payment of fees by the losing party?** NO

**Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:**

**Do you or your client need any disability accommodations?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO

**If yes, for what language:**

**Please check off each applicable category:** Putative Class Action? NO Title 59? NO Consumer Fraud? NO  
Medical Debt Claim? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

04/09/2025  
Dated

/s/ ANTHONY J DIULIO  
Signed



OCEAN COUNTY SUPERIOR COURT  
OCEAN COUNTY COURTHOUSE  
CIVIL LAW DIVISION  
TOMS RIVER NJ 08754

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 504-0700  
COURT HOURS 8:30 AM - 4:30 PM

DATE: APRIL 09, 2025  
RE: LYCEUM ENTERPRISES I NC. VS VANTAPRO SPECIALTY I  
DOCKET: OCN L -000991 25

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

THE MANAGING JUDGE ASSIGNED IS: HON ROBERT E. BRENNER

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002  
AT: (732) 504-0700 EXT 64366.

THE SUPREME COURT HAS APPROVED A PILOT PROGRAM IN THIS COUNTY TO EXPEDITE  
CIVIL ACTIONS. THIS CASE HAS BEEN ASSIGNED TO THE EXPEDITED CIVIL (ECA) PILOT PROGRAM.

DISCOVERY IS 195 DAYS AND RUNS FROM THE FILING OF THE FIRST RESPONSIVE PLEADING.

YOU MAY SEEK REMOVAL FROM THE ECA PILOT PROGRAM BY FILING AND SERVING A  
LETTER OF INTENT SETTING FORTH THE BASIS FOR REMOVAL FROM THE ECA PILOT PROGRAM  
NO LESS THAN 10 DAYS PRIOR TO THE INITIAL CASE MANAGEMENT CONFERENCE. A PARTY  
MAY FILE AND SERVE A LETTER OBJECTING TO REMOVAL FROM THE ECA PILOT PROGRAM NO  
LESS THAN 5 DAYS BEFORE THE INITIAL CASE MANAGEMENT CONFERENCE.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A  
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.

PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE  
WITH R.4:5A-2.

ATTENTION:

ATT: ANTHONY J. DIULIO  
WHEELER, DIULIO & BARNABEI, PC  
1650 ARCH ST.  
STE 2200  
PHILADELPHIA PA 19103

ECOURTS

# **EXHIBIT C**



**Metro Public Adjustment, Inc.**

3550 Bristol Pike  
Bensalem, PA 19020  
O: (215) 633-8000  
F: (215) 633-8042  
mail@metropa.com

Insured: Little, Lloyd  
Property: 685 Mill Creek Road  
Manahawkin, NJ 08050

Cellular: (609) 389-5430

E-mail: lloyd54@verizon.net

Claim Rep.: None

Estimator: None

**Claim Number:** AU234861

**Policy Number: 5075-6290-02**

**Type of Loss:**

Date of Loss:  
Date Inspected:

Date Received:

Date Entered: 6/28/2024 4:18 PM

Price List: NJAC8X\_JUN24  
Restoration/Service/Remodel  
Estimate: 2024-06-0244

The following estimate is only an approximation of the damages suffered, or expenses incurred, by the insured. No warranty or representation with regard to the accuracy of the estimate is expressed or implied and none should be inferred. The actual damages suffered, or expenses incurred, could be higher or lower than the estimate, even significantly, depending on variances in a number of factors affecting the estimate and the accuracy of the information and assumptions upon which the estimate is based. The estimate is based upon, among other things: information provided to us by the insured; our own observations; measurements taken by our own representatives, the insured and others engaged by the insured; as well as certain assumptions made by us.

Many factors may affect the amount of the estimate where compensation has already been received by the insured for the damage, and with regard to which payment we were not informed; the cost of one contractor varying from another contractor as a result of a number of factors, including, without limitation, the quality of the work, the quality of the materials, or warranties provided by such contractors; damages that were not observed at the time the estimate was rendered because of a lack of accessibility or weather; and all other factors beyond our reasonable control.

This estimate has been calculated for informational purposes only, and is based upon our good faith belief as the damages suffered or expenses incurred as a result of the particular loss, and only represents one opinion as to the method of repair, restoration, or replacement.

Any reliance on the estimate is at your own risk and you agree to hold Metro Public Adjustment, Inc., its representatives, employees, agents, officers, and principals harmless in the event of such reliance.  
Copyright 1996 Metro Public Adjustment, Inc

Mark Jacoby  
Public Adjuster  
Metro Public Adjustment, Inc.  
3551 Bristol Pike  
Bensalem, PA 19020  
(732) 659 4357  
mjacoby@metropa.com



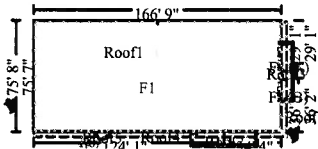
## Metro Public Adjustment, Inc.

3550 Bristol Pike  
Bensalem, PA 19020  
O: (215) 633-8000  
F: (215) 633-8042  
mail@metropa.com

2024-06-0244

### Roof

#### Roof1

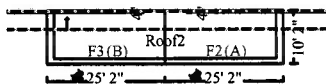


12594.47 Surface Area  
466.09 Total Perimeter Length

125.94 Number of Squares

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
<b>Roofing</b>							
1. R&R Rubber roofing - Mechanically attached - 45 mil	125.94 SQ	653.89	3,301.23	17,293.70	102,945.84	(17,812.15)	85,133.69
2. R&R Aluminum termination bar / flashing for membrane roofs	299.09 LF	4.00	47.96	251.24	1,495.56	(131.60)	1,363.96
3. R&R Fiberboard - 3"	12,594.47 SF	3.77	1,903.39	9,971.04	59,355.58	(19,521.43)	39,834.15
4. R&R Flash parapet wall only - up to 3'	299.09 LF	17.76	212.94	1,115.48	6,640.25	(640.05)	6,000.20
5. R&R Curb flashing - rubber	167.00 LF	26.29	175.99	921.99	5,488.41	(1,803.20)	3,685.21
6. Cast iron pipe (no hub) - Detach & reset	1.00 LF	61.26	2.46	12.87	76.59	(0.00)	76.59
7. Membrane Roofing Installer - per hour	32.00 HR	118.53	152.05	796.53	4,741.54	(0.00)	4,741.54
<b>Totals: Roof1</b>			<b>5,796.02</b>	<b>30,362.85</b>	<b>180,743.77</b>	<b>39,908.43</b>	<b>140,835.34</b>

#### Roof2



511.50 Surface Area  
120.96 Total Perimeter Length

5.12 Number of Squares  
10.17 Total Ridge Length

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
8. Tear off composition shingles (no haul off)	5.12 SQ	57.25	11.75	61.55	366.42	(0.00)	366.42
9. Re-nailing of roof sheathing - complete re-nail	511.50 SF	0.26	5.34	27.93	166.26	(0.75)	165.51
10. Laminated - High grade - comp. shingle rfg. - w/ felt	5.67 SQ	345.83	78.60	411.79	2,451.25	(553.97)	1,897.28
11. Remove Additional charge for steep roof - 7/12 to 9/12 slope	5.12 SQ	21.35	4.38	22.95	136.64	(0.00)	136.64



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**CONTINUED - Roof3**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
28. R&R Hip / Ridge cap - cut from 3 tab - composition shingles	9.92 LF	7.79	3.10	16.23	96.60	(12.92)	83.68
29. R&R Drip edge	102.90 LF	3.50	14.44	75.64	450.23	(80.85)	369.38
30. Step flashing	30.00 LF	10.77	12.95	67.85	403.90	(37.15)	366.75
31. R&R Gutter / downspout - aluminum - up to 5"	0.00 LF	9.69	0.00	0.00	0.00	(0.00)	0.00
32. R&R Gable cornice return - 3 tab	0.00 EA	104.44	0.00	0.00	0.00	(0.00)	0.00
<b>Totals: Roof3</b>			<b>143.79</b>	<b>753.09</b>	<b>4,483.05</b>	<b>727.03</b>	<b>3,756.02</b>

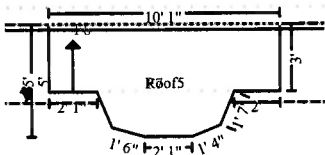
## Roof4

821.83 Surface Area  
323.96 Total Perimeter Length

## 8.22 Number of Squares

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
33. R&R Rubber roofing - Mechanically attached - 45 mil	8.22 SQ	653.89	215.48	1,128.75	6,719.21	(1,162.58)	5,556.63
34. R&R Gravel stop	172.00 LF	2.89	19.93	104.39	621.40	(95.14)	526.26
<b>Totals: Roof4</b>			<b>235.41</b>	<b>1,233.14</b>	<b>7,340.61</b>	<b>1,257.72</b>	<b>6,082.89</b>

## Roof5



40.19 Surface Area  
28.40 Total Perimeter Length

### 0.40 Number of Squares

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
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**CONTINUED - Roof5**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
35. R&R Rubber roofing - Mechanically attached - 45 mil	0.40 SQ	653.89	10.50	54.93	326.98	(56.57)	270.41
36. R&R Gravel stop	16.40 LF	2.89	1.90	9.95	59.25	(9.07)	50.18
<b>Totals: Roof5</b>			<b>12.40</b>	<b>64.88</b>	<b>386.23</b>	<b>65.64</b>	<b>320.59</b>

**Roof6**

156.00 Total Perimeter Length

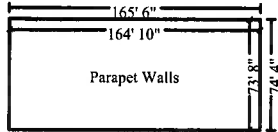
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
37. R&R Rubber roofing - Mechanically attached - 45 mil	0.00 SQ	653.89	0.00	0.00	0.00	(0.00)	0.00
38. R&R Gravel stop	70.00 LF	2.89	8.10	42.48	252.88	(38.72)	214.16
<b>Totals: Roof6</b>			<b>8.10</b>	<b>42.48</b>	<b>252.88</b>	<b>38.72</b>	<b>214.16</b>
<b>Total: Roof</b>			<b>6,355.09</b>	<b>33,291.35</b>	<b>198,176.58</b>	<b>42,781.50</b>	<b>155,395.08</b>

**Miscellaneous**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
39. Fall protection harness and lanyard (per day)	8.00 DA	8.00	2.57	13.44	80.01	(0.00)	80.01
40. Roofing - General Laborer - per hour	40.00 HR	58.49	93.79	491.32	2,924.71	(0.00)	2,924.71
41. Crane and operator - 14 ton capacity - 65' extension boom	40.00 HR	213.04	341.61	1,789.54	10,652.75	(0.00)	10,652.75
42. Dumpster load - Approx. 40 yards, 7-8 tons of debris	2.00 EA	1,347.50	108.04	565.95	3,368.99	(0.00)	3,368.99
<b>Totals: Miscellaneous</b>			<b>546.01</b>	<b>2,860.25</b>	<b>17,026.46</b>	<b>0.00</b>	<b>17,026.46</b>

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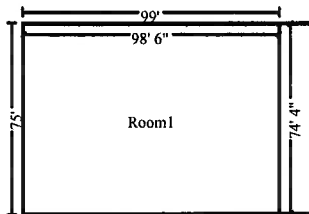
**Parapet walls****Parapet Walls****Height: 5'**

2385.00 SF Walls	12142.72 SF Ceiling
14527.72 SF Walls & Ceiling	12142.72 SF Floor
1349.19 SY Flooring	477.00 LF Floor Perimeter
477.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
43. Metal roofing - Detach & reset	368.33 SF	6.10	90.07	471.83	2,808.71	(0.00)	2,808.71
<b>Totals: Parapet Walls</b>			<b>90.07</b>	<b>471.83</b>	<b>2,808.71</b>	<b>0.00</b>	<b>2,808.71</b>
<b>Total: Parapet walls</b>			<b>90.07</b>	<b>471.83</b>	<b>2,808.71</b>	<b>0.00</b>	<b>2,808.71</b>

**Level 1****Level 1**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
44. Mirror - plate glass - Detach & reset	1,165.20 SF	9.58	447.48	2,344.15	13,954.25	(0.00)	13,954.25
45. Clean the walls - Light	11,652. SF 00	0.33	154.14	807.49	4,806.79	(0.00)	4,806.79
46. Seal/prime (1 coat) then paint (1 coat) the walls	11,652. SF 00	1.27	593.21	3,107.58	18,498.83	(2,679.96)	15,818.87
47. R&R 5/8" drywall - hung, taped, floated, ready for paint	160.00 SF	3.76	24.11	126.33	752.04	(18.07)	733.97
48. Final cleaning - construction - Commercial	12,190. SF 67	0.25	122.17	640.01	3,809.85	(0.00)	3,809.85
<b>Total: Level 1</b>			<b>1,341.11</b>	<b>7,025.56</b>	<b>41,821.76</b>	<b>2,698.03</b>	<b>39,123.73</b>

**Room1****Height: 24'**

8296.00 SF Walls	7321.83 SF Ceiling
15617.83 SF Walls & Ceiling	7321.83 SF Floor
813.54 SY Flooring	345.67 LF Floor Perimeter
345.67 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
49. R&R Acoustic ceiling tile - High grade	7,321.83 SF	6.14	1,802.17	9,440.78	56,198.99	(2,727.63)	53,471.36



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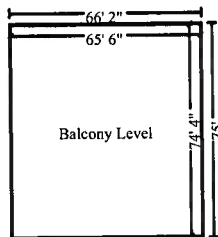
**CONTINUED - Room1**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
<b>Totals: Room1</b>			1,802.17	9,440.78	56,198.99	2,727.63	53,471.36

<b>Total: Level 1</b>			3,143.28	16,466.34	98,020.75	5,425.66	92,595.09
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**Level 2****Level 2**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
50. Mirror - plate glass - Detach & reset	839.00 SF	9.58	322.21	1,687.90	10,047.73	(0.00)	10,047.73
51. Clean the walls - Light	3,356.00 SF	0.33	44.39	232.57	1,384.44	(0.00)	1,384.44
52. Seal/prime (1 coat) then paint (1 coat) the walls and ceiling	8,224.83 SF	1.27	418.73	2,193.56	13,057.82	(1,891.71)	11,166.11
53. Final cleaning - construction - Commercial	4,868.83 SF	0.25	48.80	255.61	1,521.62	(0.00)	1,521.62
<b>Total: Level 2</b>			834.13	4,369.64	26,011.61	1,891.71	24,119.90

**Balcony Level****Height: 12'**

3356.00 SF Walls	4868.83 SF Ceiling
8224.83 SF Walls & Ceiling	4868.83 SF Floor
540.98 SY Flooring	279.67 LF Floor Perimeter
279.67 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
54. R&R Acoustic ceiling tile - High grade	3,268.83 SF	6.14	804.58	4,214.83	25,090.03	(1,217.75)	23,872.28
<b>Totals: Balcony Level</b>			804.58	4,214.83	25,090.03	1,217.75	23,872.28
<b>Total: Level 2</b>			1,638.71	8,584.47	51,101.64	3,109.46	47,992.18

**Miscellaneous**


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DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
55. Equipment Operator - per hour	1.00 HR	88.61	3.56	18.61	110.78	(0.00)	110.78
56. Boom or spider lift - 30'-45' reach (per day)	3.00 DA	435.74	52.41	274.51	1,634.14	(0.00)	1,634.14
57. R&R Fluorescent - four tube - 4' - strip light	24.00 EA	168.79	162.39	850.70	5,064.05	(0.00)	5,064.05
58. Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA	1,347.50	54.01	282.98	1,684.49	(0.00)	1,684.49
<b>Totals: Miscellaneous</b>			<b>272.37</b>	<b>1,426.80</b>	<b>8,493.46</b>	<b>0.00</b>	<b>8,493.46</b>

**Labor Minimums Applied**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
59. Gutter labor minimum	1.00 EA	279.97	11.23	58.80	350.00	(0.00)	350.00
60. Drywall labor minimum	1.00 EA	3.13	0.12	0.65	3.90	(0.00)	3.90
61. Plumbing labor minimum	1.00 EA	272.60	10.93	57.25	340.78	(0.00)	340.78
62. Heavy equipment labor minimum	1.00 EA	132.93	5.32	27.91	166.16	(0.00)	166.16
<b>Totals: Labor Minimums Applied</b>			<b>27.60</b>	<b>144.61</b>	<b>860.84</b>	<b>0.00</b>	<b>860.84</b>
<b>Line Item Totals: 2024-06-0244</b>			<b>12,073.13</b>	<b>63,245.65</b>	<b>376,488.44</b>	<b>51,316.62</b>	<b>325,171.82</b>

**Grand Total Areas:**

17,393.00 SF Walls	29,202.22 SF Ceiling	46,595.22 SF Walls and Ceiling
29,202.22 SF Floor	3,244.69 SY Flooring	1,382.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,382.00 LF Ceil. Perimeter
29,202.22 Floor Area	29,639.67 Total Area	17,393.00 Interior Wall Area
16,561.37 Exterior Wall Area	1,242.00 Exterior Perimeter of Walls	
14,407.22 Surface Area	144.07 Number of Squares	1,198.30 Total Perimeter Length
20.08 Total Ridge Length	0.00 Total Hip Length	


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**Summary for Dwelling**

Line Item Total	301,169.66
Overhead	30,116.96
Profit	33,128.69
Total Tax(Rep-Maint)	12,073.13
<b>Replacement Cost Value</b>	<b>\$376,488.44</b>
Less Depreciation	(51,316.62)
<b>Actual Cash Value</b>	<b>\$325,171.82</b>
Less Deductible	(2,500.00)
<b>Net Claim</b>	<b>\$322,671.82</b>
Total Recoverable Depreciation	51,316.62
<b>Net Claim if Depreciation is Recovered</b>	<b>\$373,988.44</b>

None

**General Contractor and Subcontractor Overhead and Profit**

When Xactware surveys prices from contractors in the field, the unit prices the contractors provide are intended to be inclusive of costs and fees associated with performing the task, but exclude any general overhead and profit percentage.

While most often what is referred to as overhead and profit (O&P) is general overhead and profit paid to the general contractor, there is an additional category of O&P that is often not mentioned: this is the O&P required by the subcontractor who performs the work.

The unit prices published by Xactware should include the general contractor's cost to either perform the work with in-house employees or to hire a subcontractor.

Because subcontractors incur their own overhead and also desire a profit, it can be reasonably assumed that the unit prices published by Xactware include the subcontractor's O&P, but do not include the general contractor's O&P.

**Summary:**

When used, general overhead and profit is most commonly added to the end of the estimate as a percentage of the total job; therefore, the general overhead and profit percentage is not included within the unit prices published by Xactware. Subcontractor's O&P is intended to be included within the unit prices.



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1

5-P1450404

Date Taken: 10/28/2024





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2

3-P1450635

Date Taken: 11/1/2024



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3

4-P1450647

Date Taken: 11/11/2024





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4

6-P1450410

Date Taken: 10/28/2024





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7-P1450441

Date Taken: 10/28/2024





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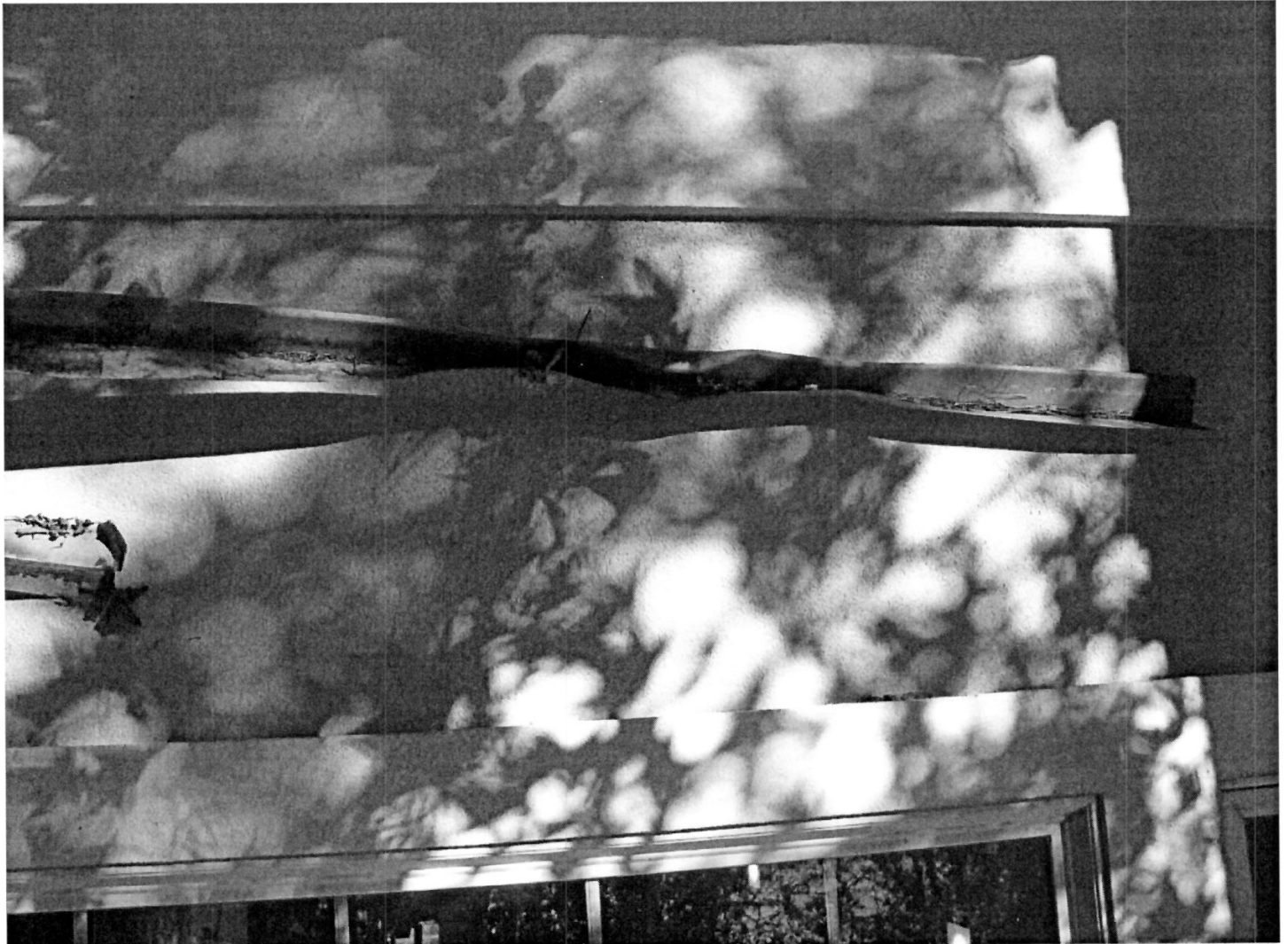
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Date Taken: 10/28/2024



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9-P1450446

Date Taken: 10/28/2024





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8

10-P1450448

Date Taken: 10/28/2024



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11-P1450455

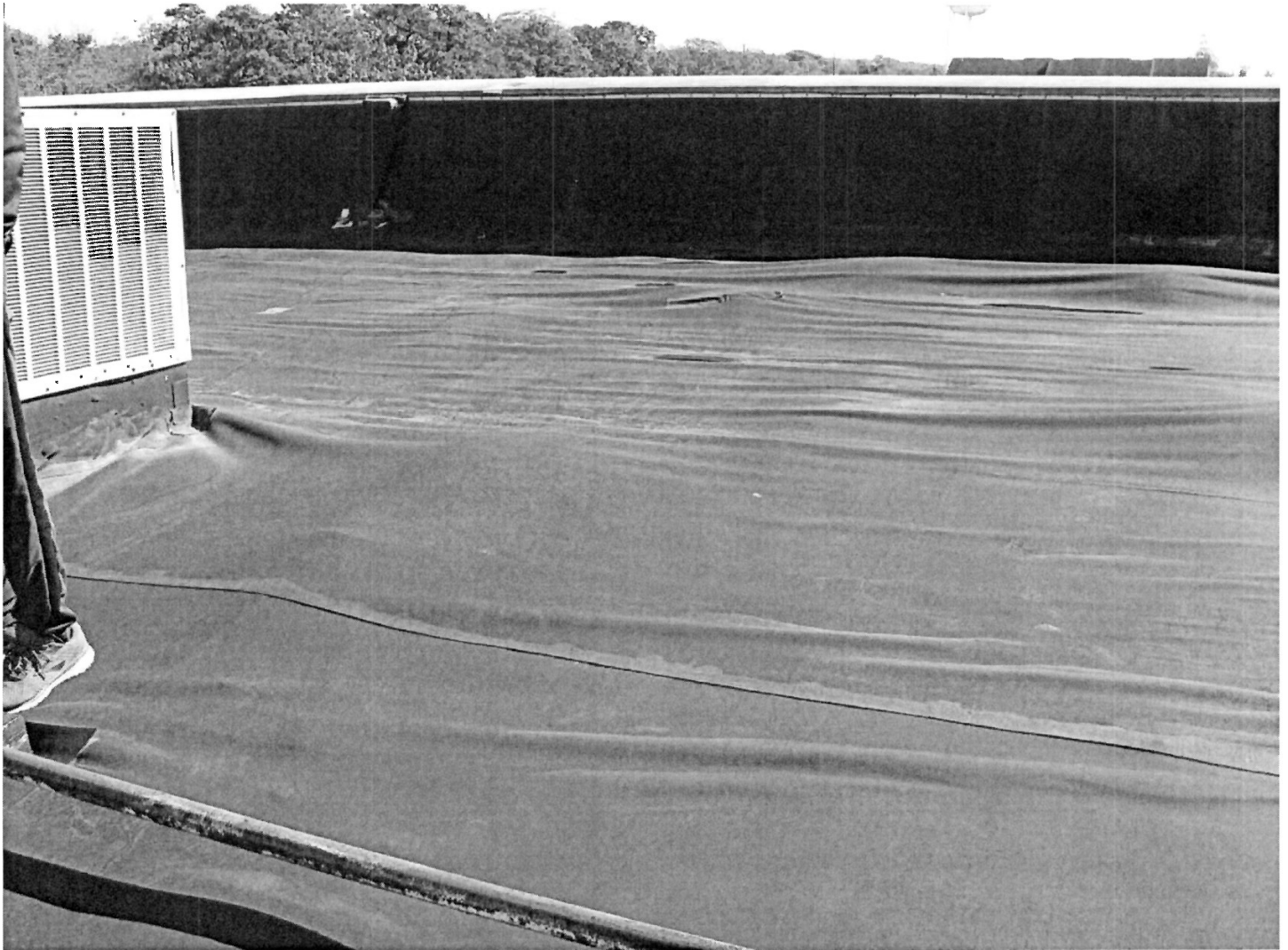
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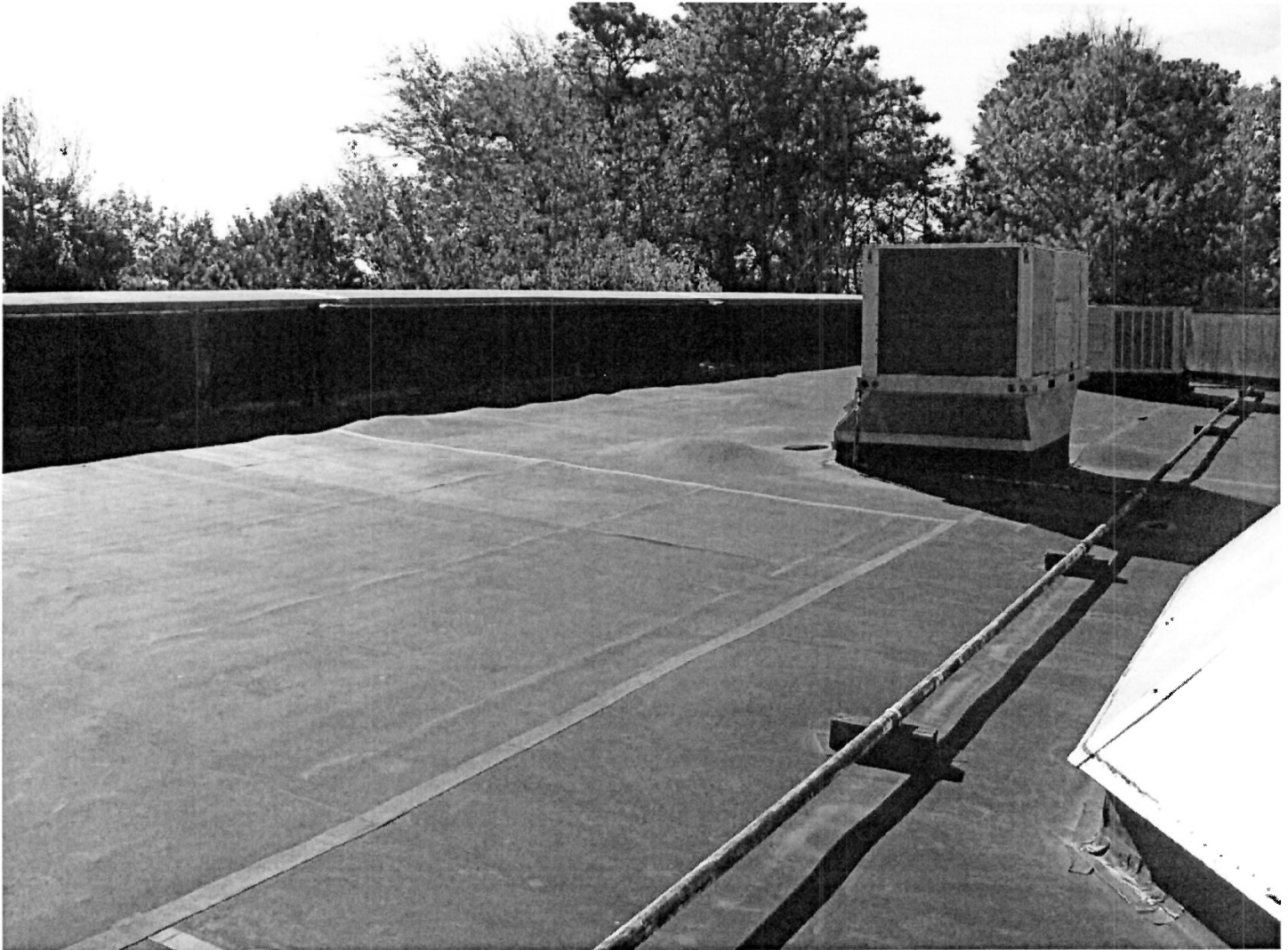
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Date Taken: 10/28/2024



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13-P1450460

Date Taken: 10/28/2024





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14-P1450467

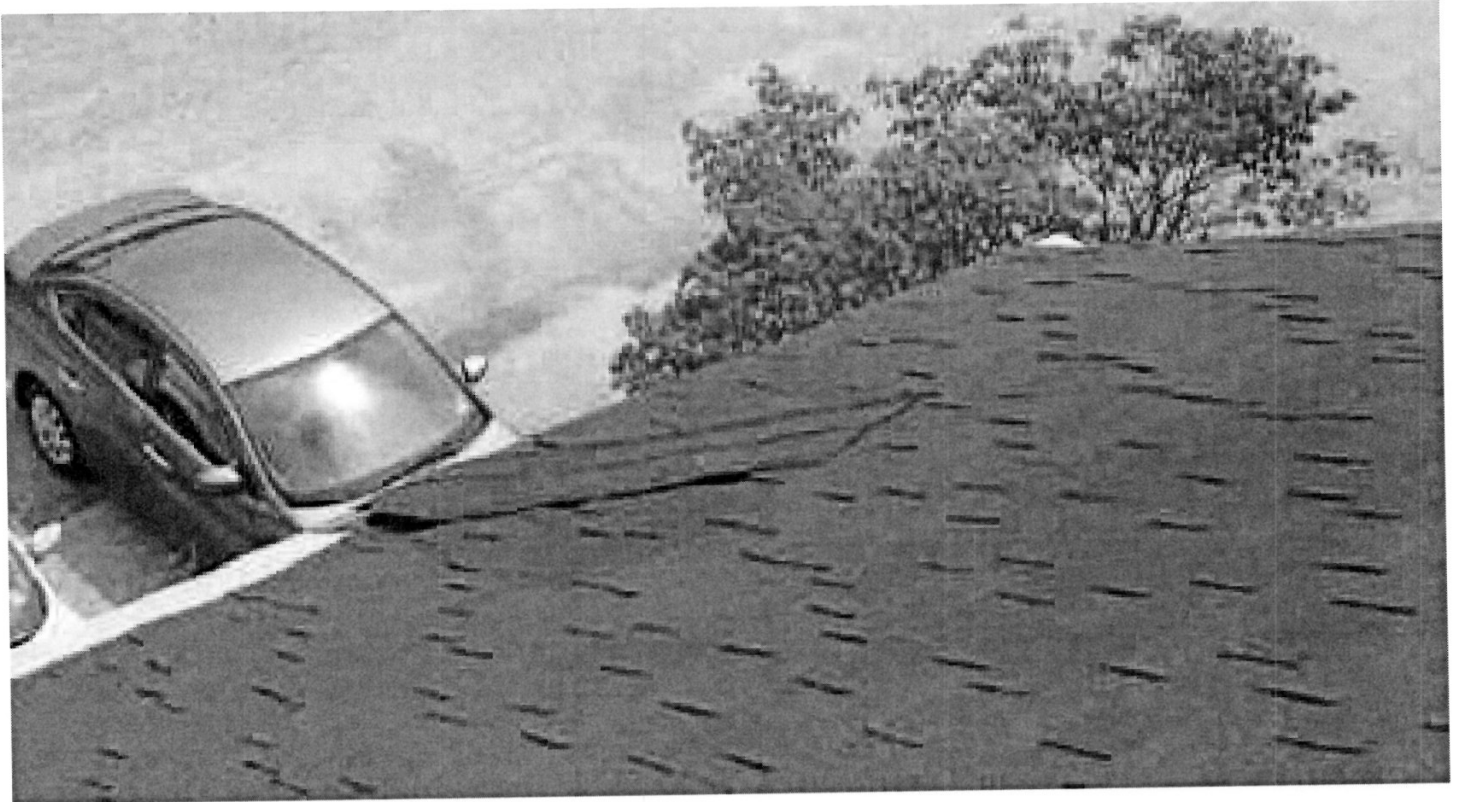
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13 1-ShingleDamage1





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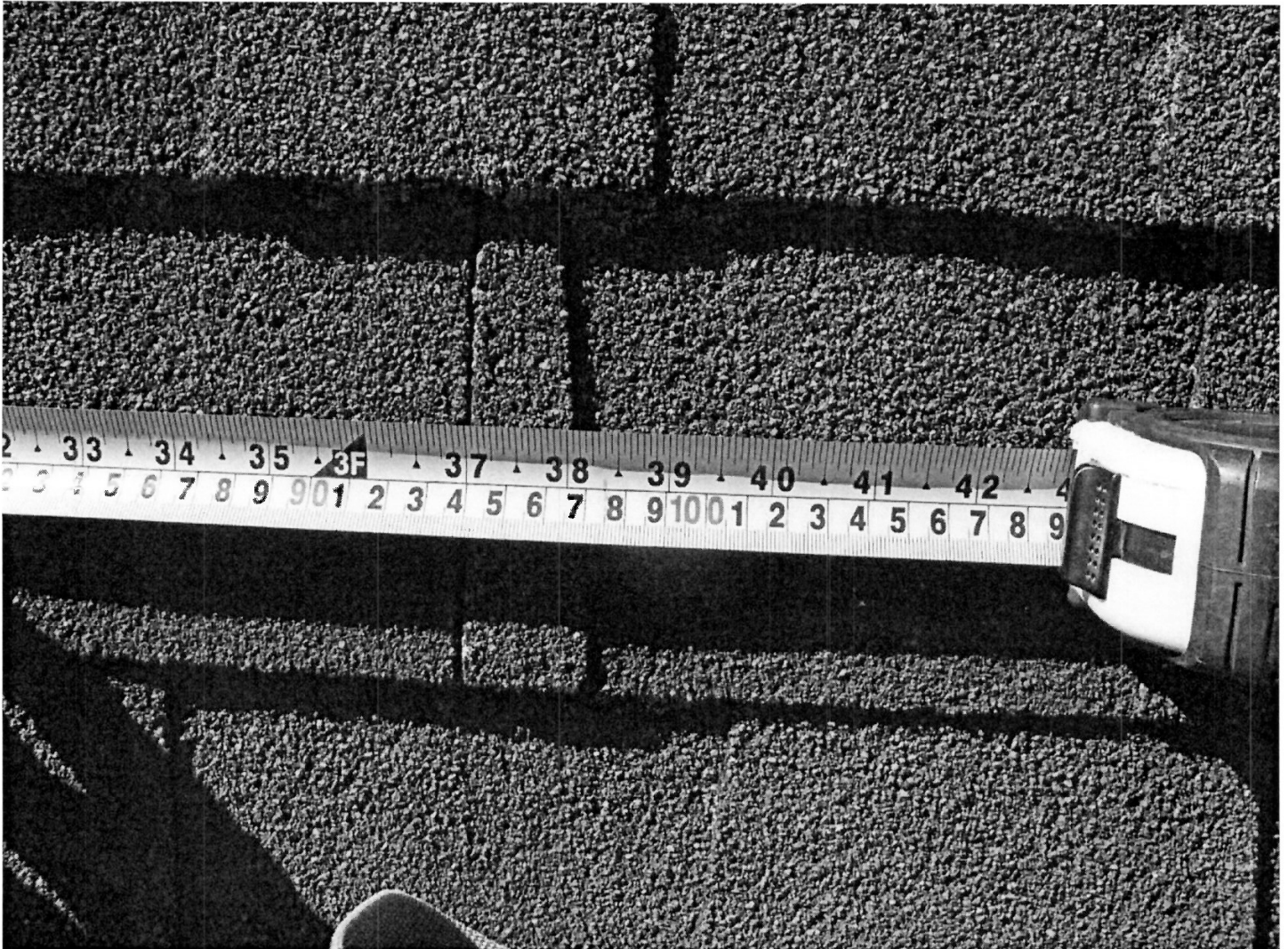


14 2-ShingleDamage2



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15-P1450473

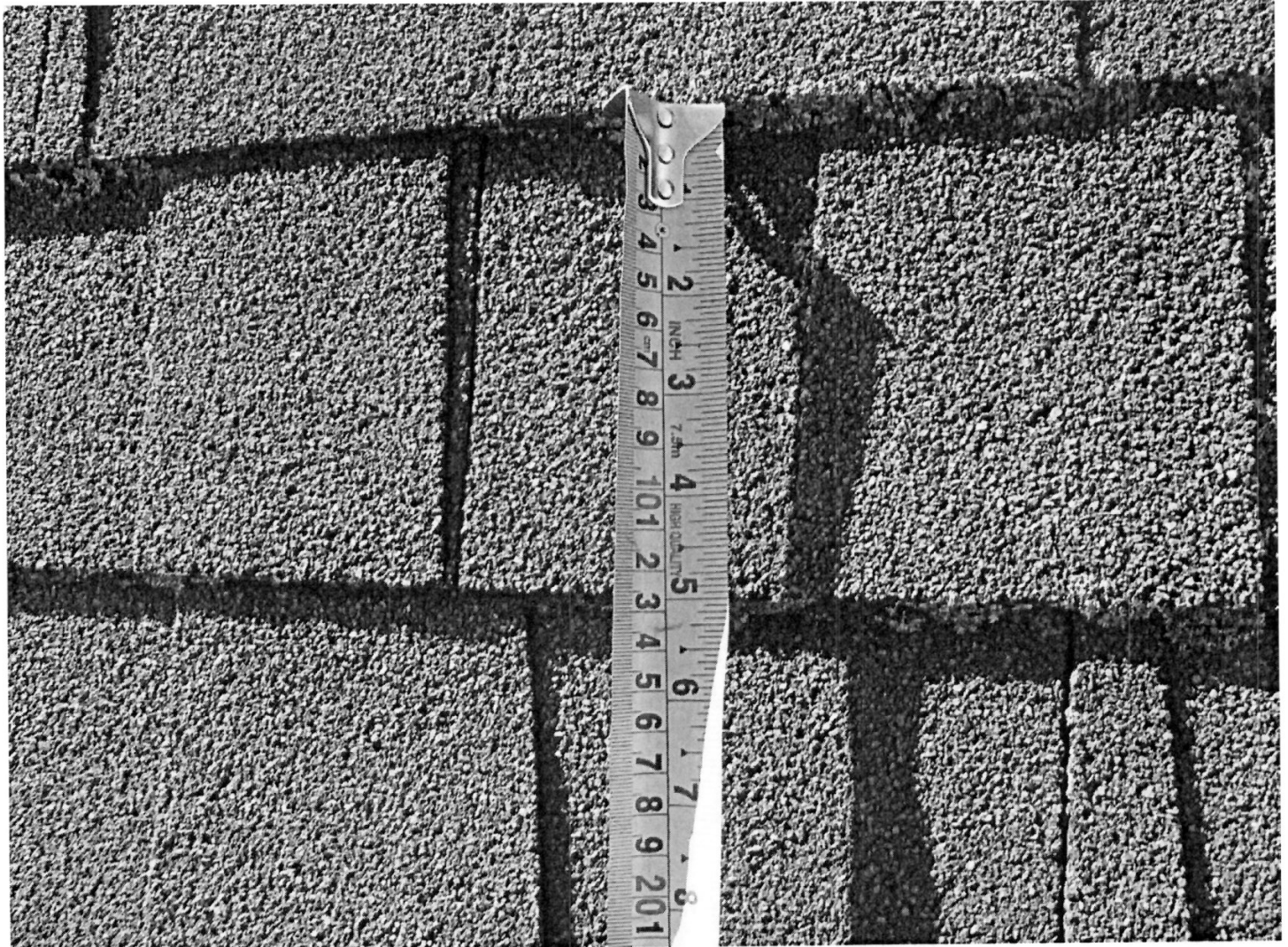
Date Taken: 10/28/2024





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16 16-P1450474

Date Taken: 10/28/2024





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17-P1450475

Date Taken: 10/28/2024





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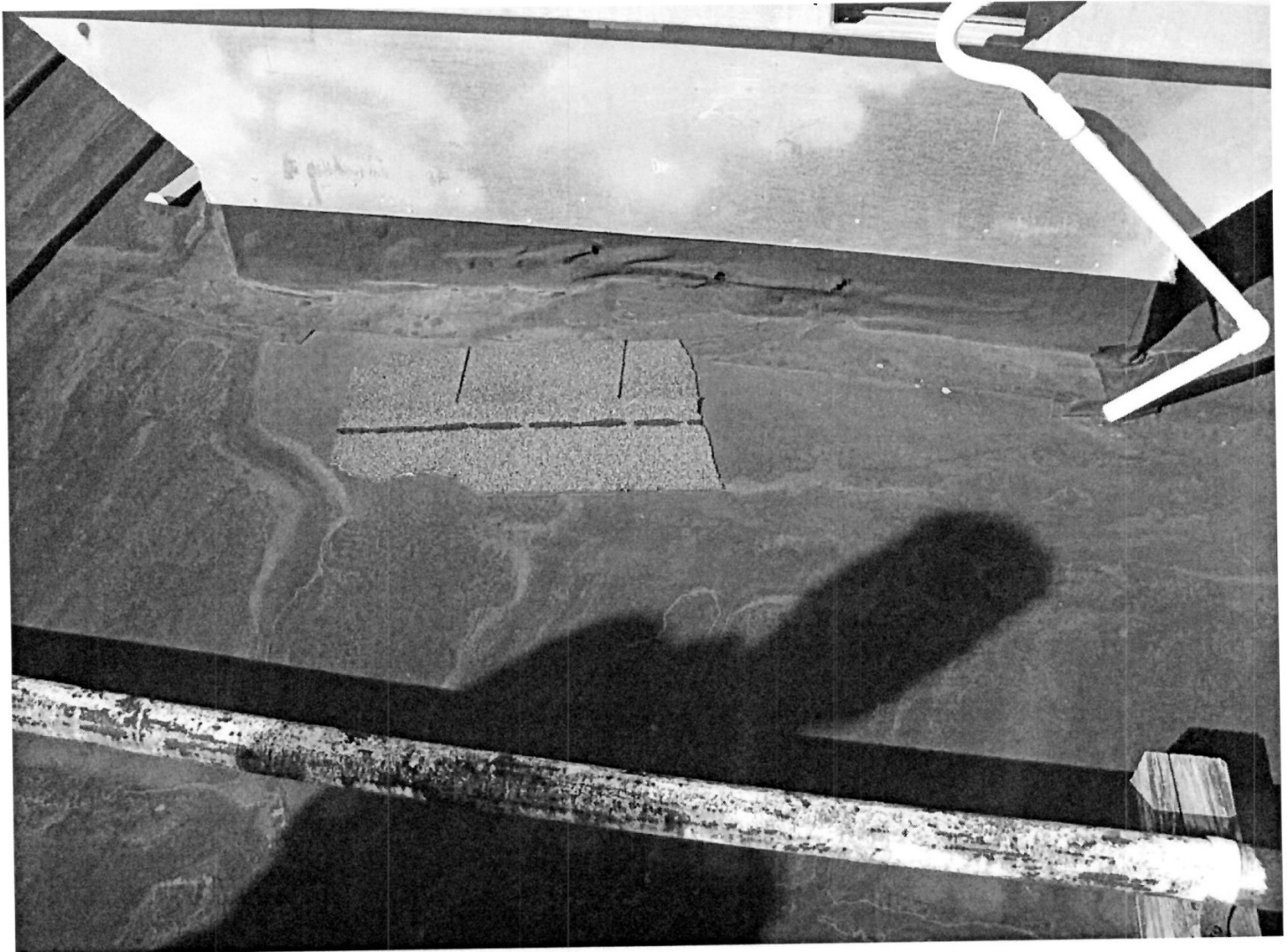
18-P1450477

Date Taken: 10/28/2024



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19

19-P1450488

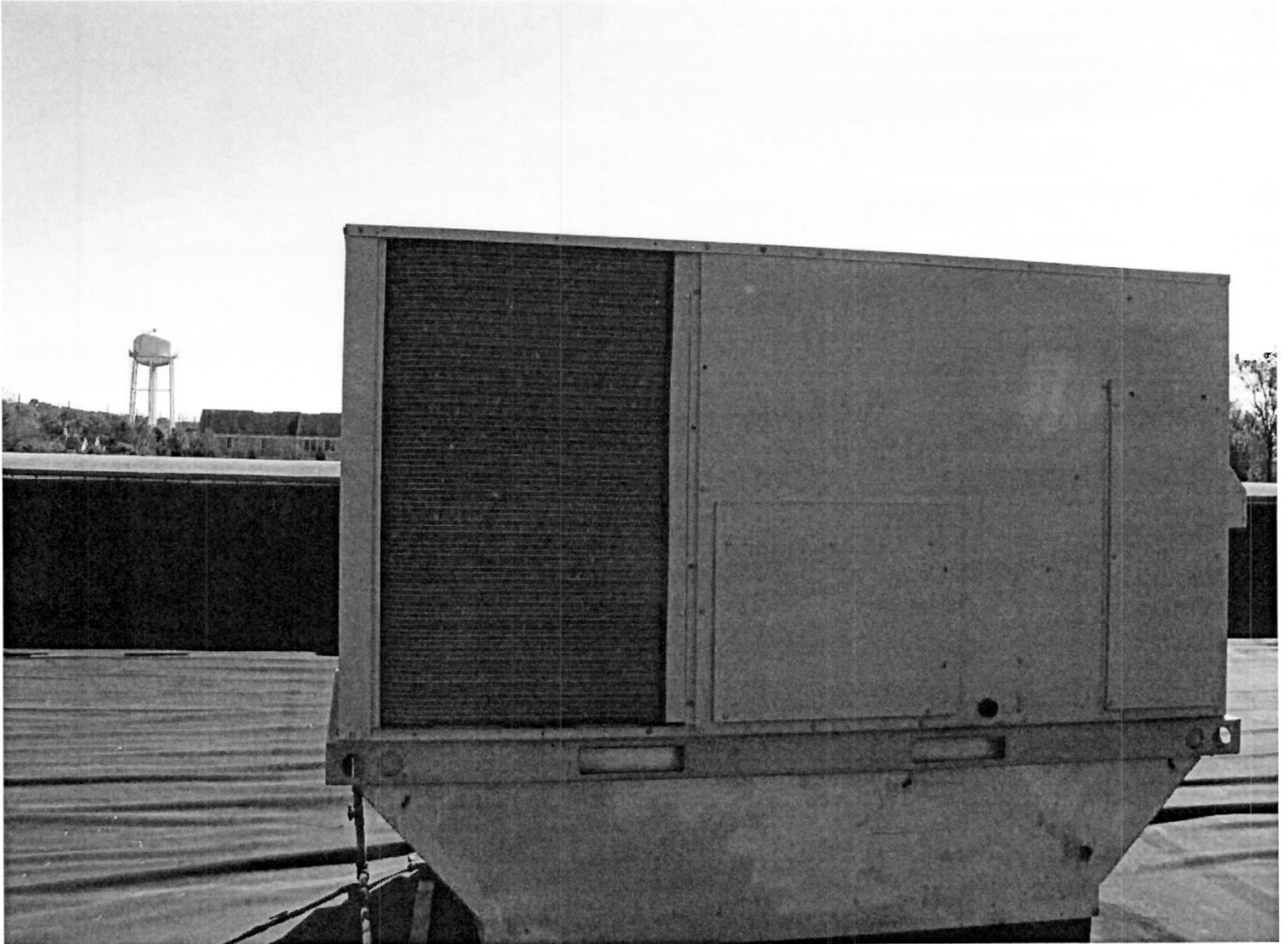
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20

20-P1450491

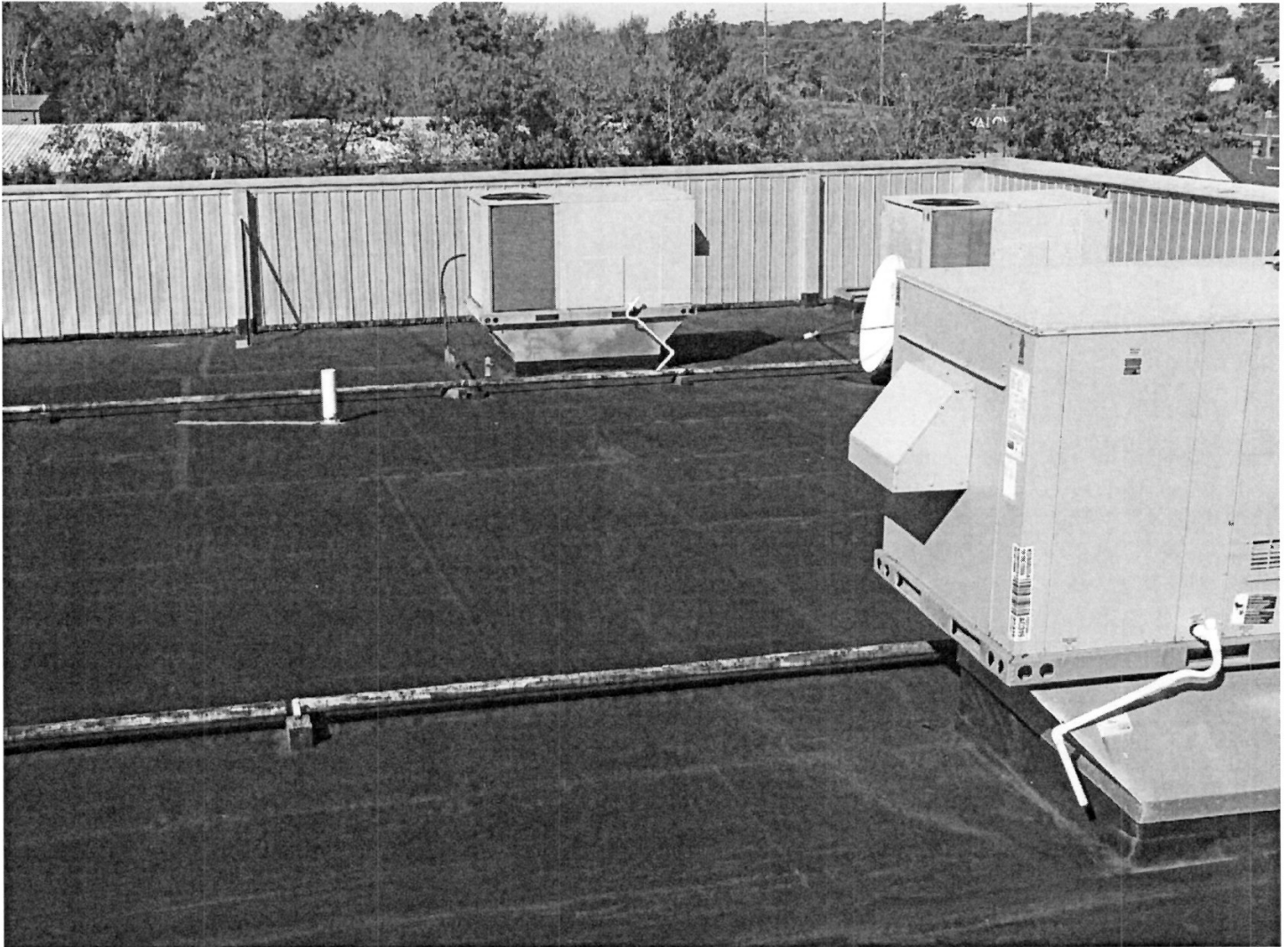
Date Taken: 10/28/2024





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21

21-P1450499

Date Taken: 10/28/2024



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22

22-P1450501

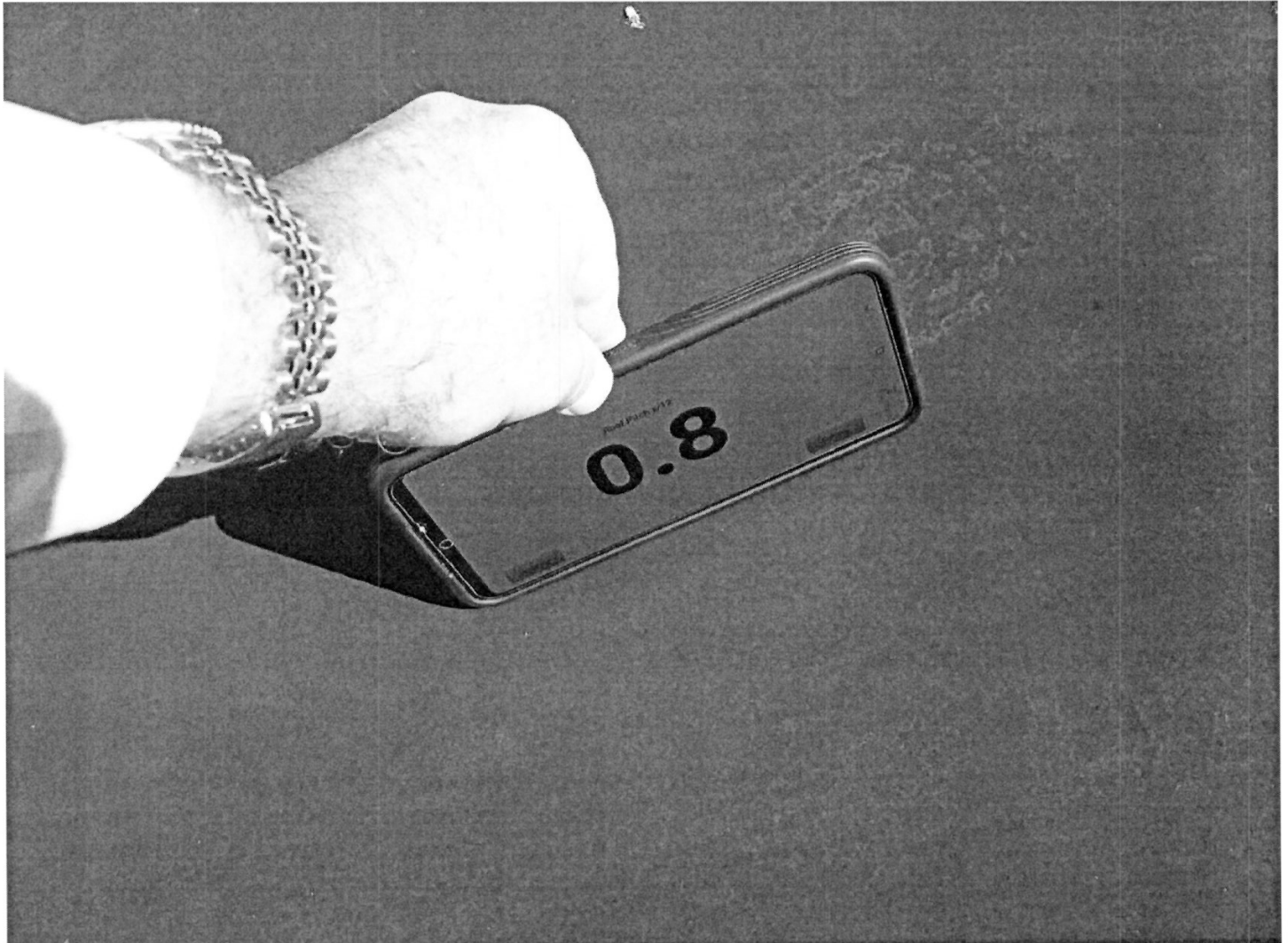
Date Taken: 10/28/2024





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23

23-P1450520

Date Taken: 10/28/2024



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24

40-P1450528

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25

24-P1450555

Date Taken: 10/28/2024



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26

25-P1450557

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27

26-P1450563

Date Taken: 10/28/2024





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28

27-P1450590

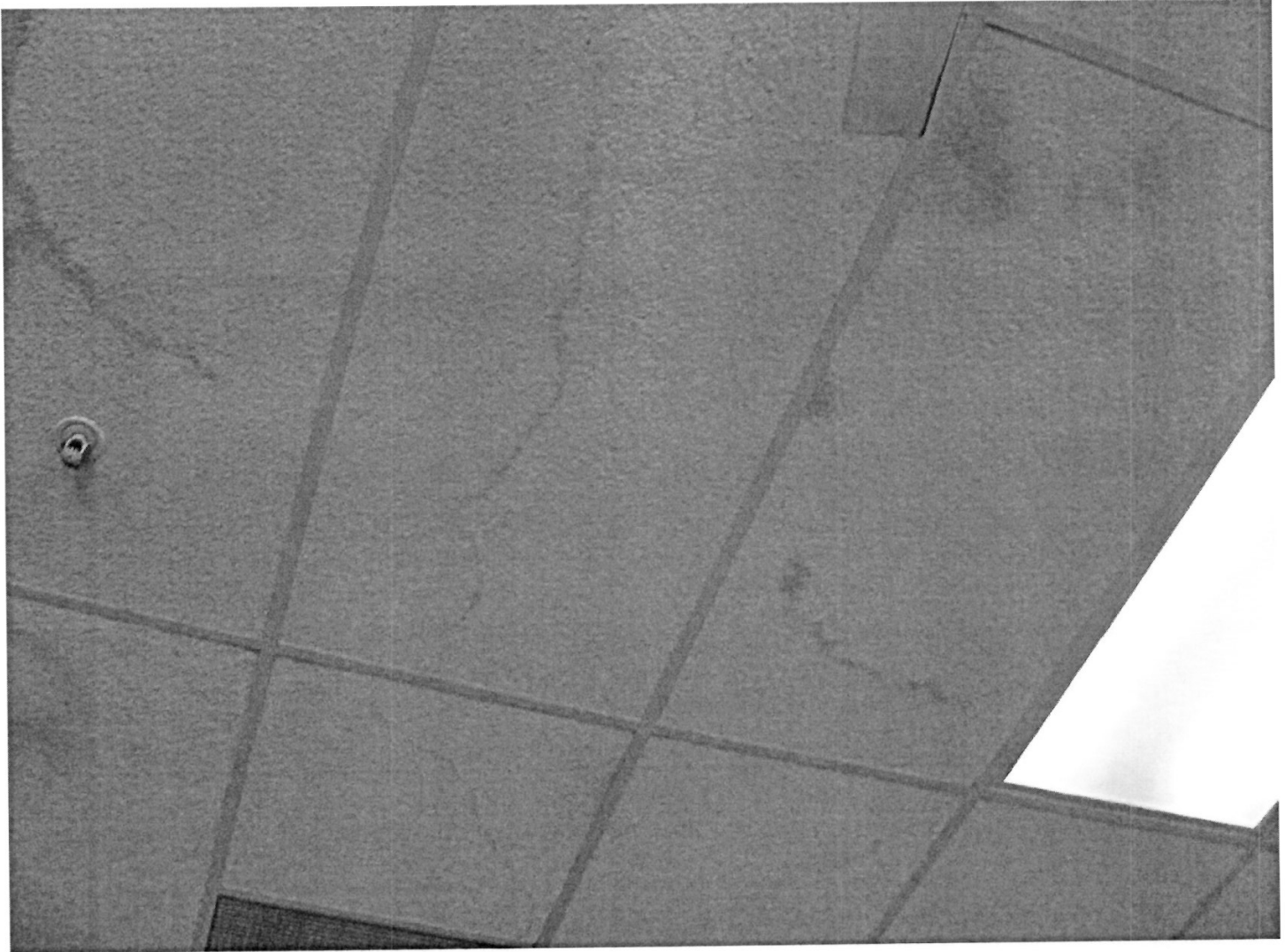
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29

28-P1450593

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30

29-P1450606

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31

30-P1450610

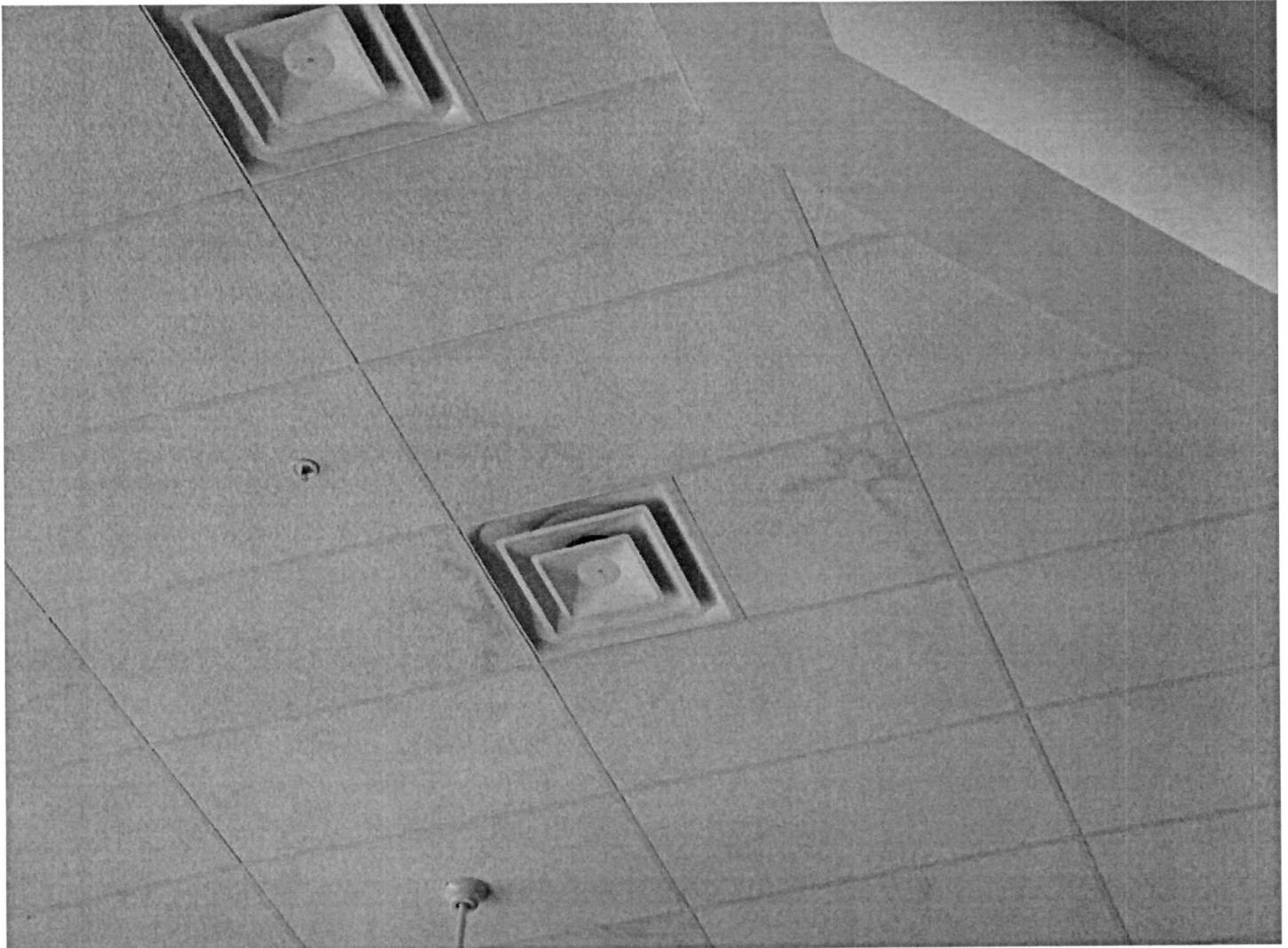
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32

31-P1450616

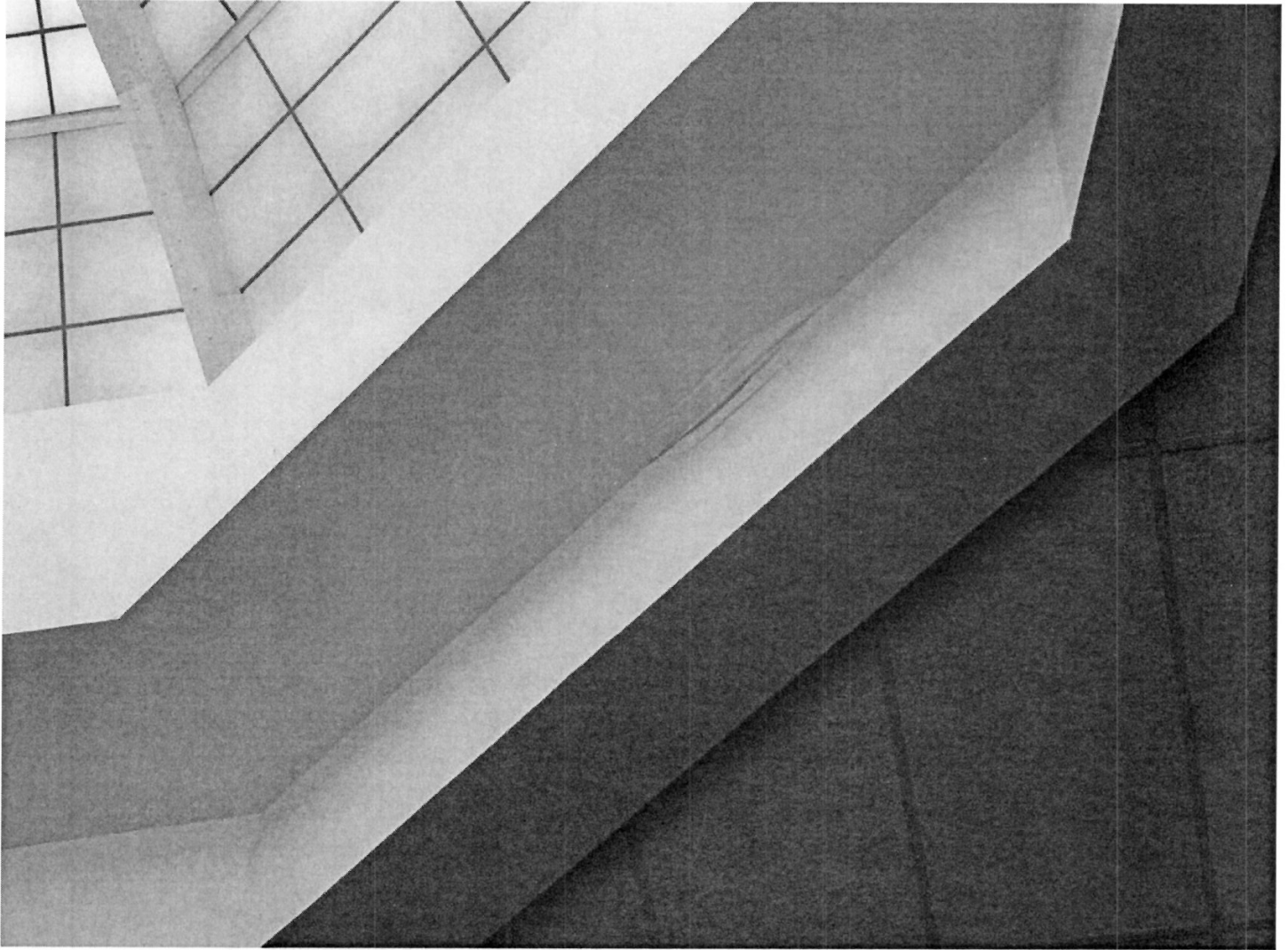
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33

32-P1450613

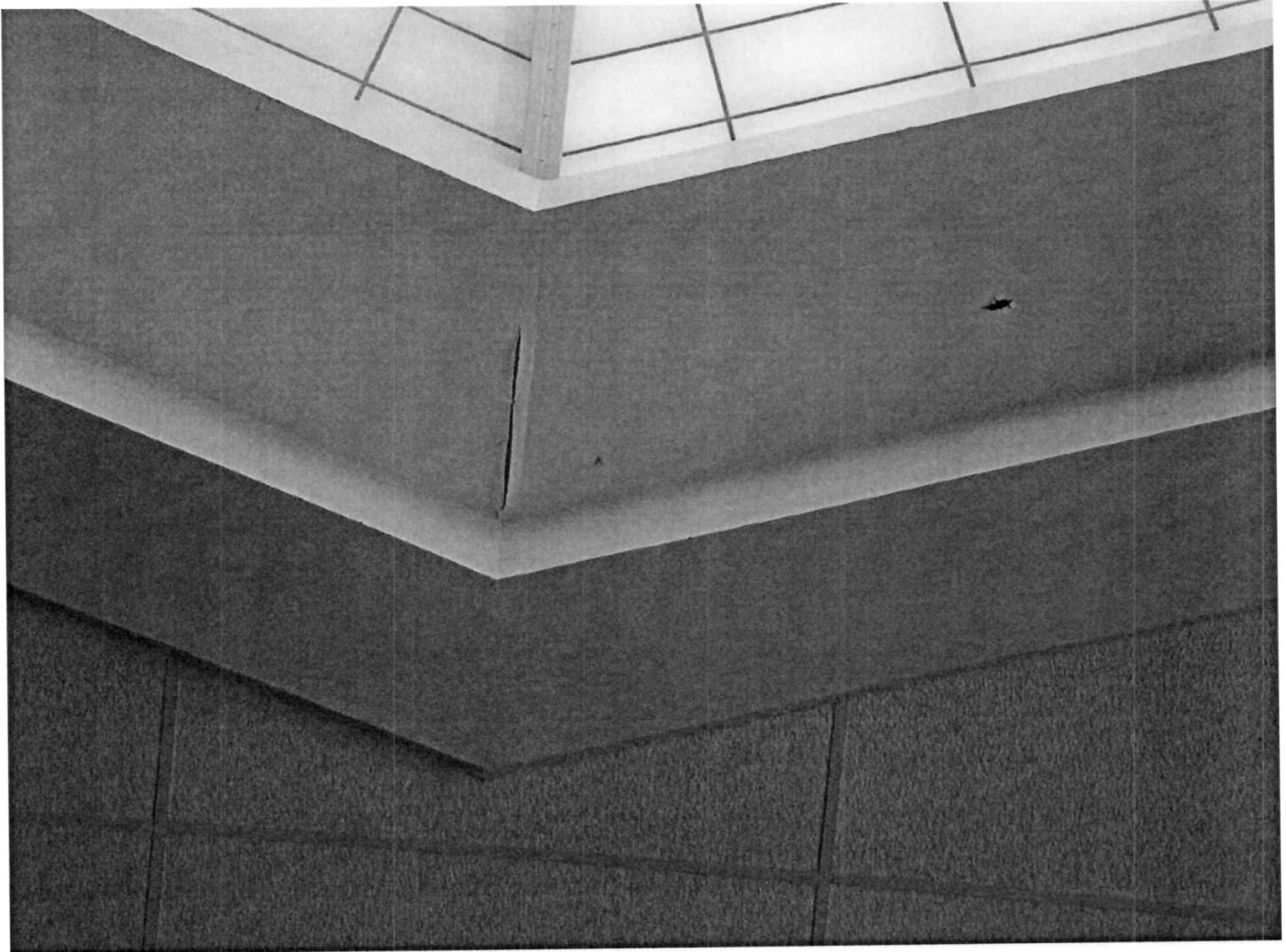
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34

33-P1450614

Date Taken: 10/28/2024

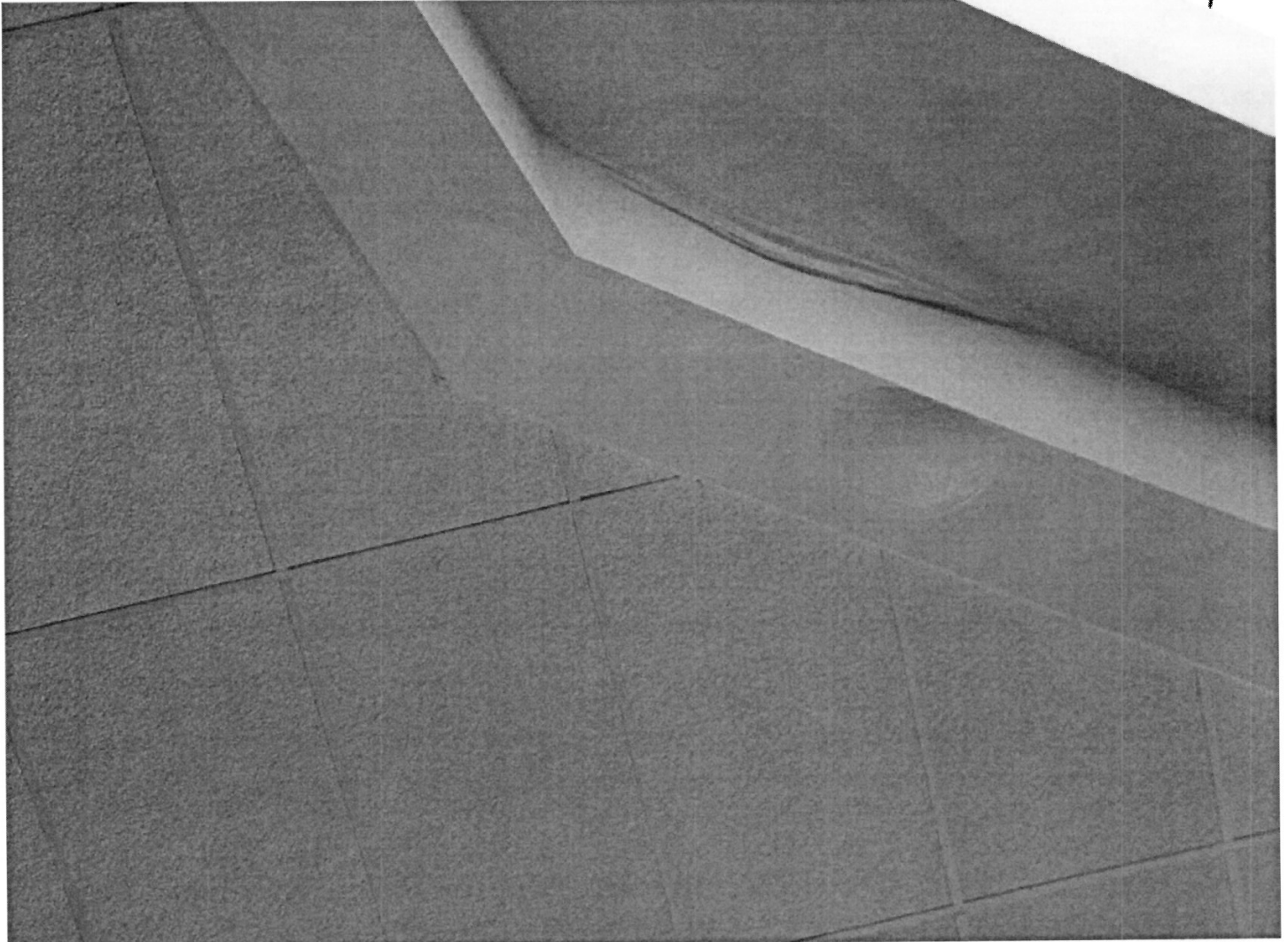




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35

34-P1450615

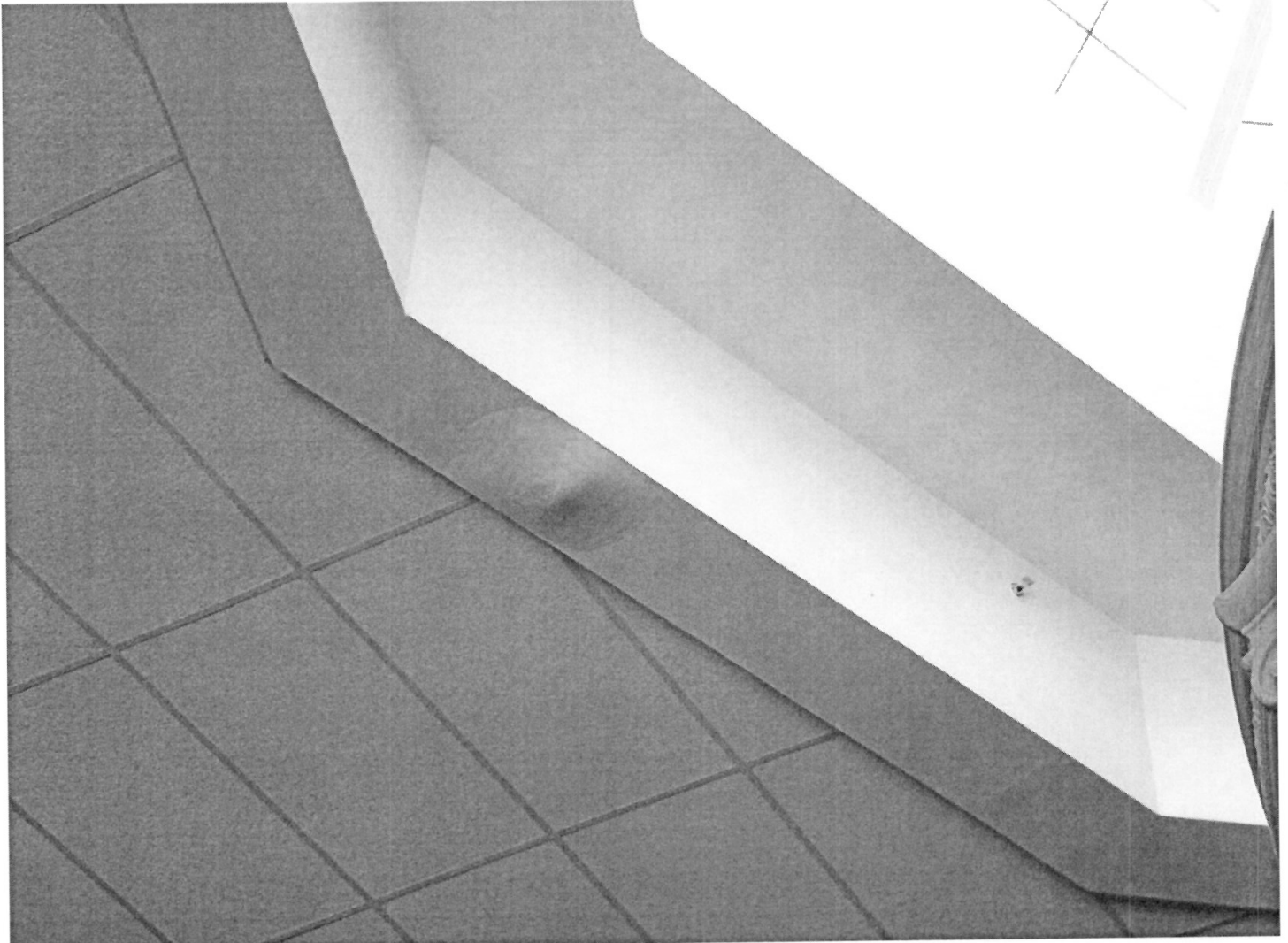
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36

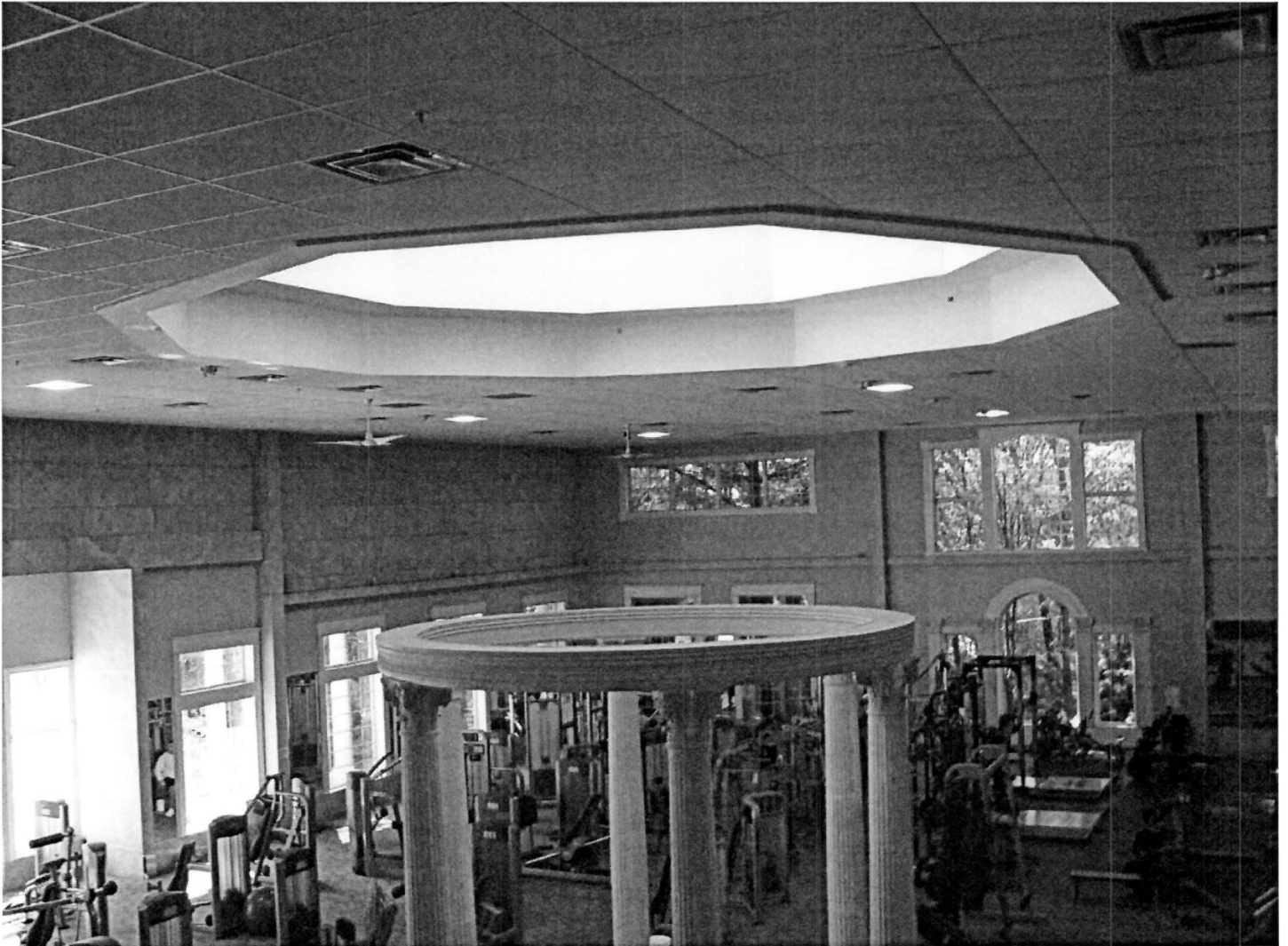
35-P1450617

Date Taken: 10/28/2024



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37

36-P1450552

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38

37-P1450551

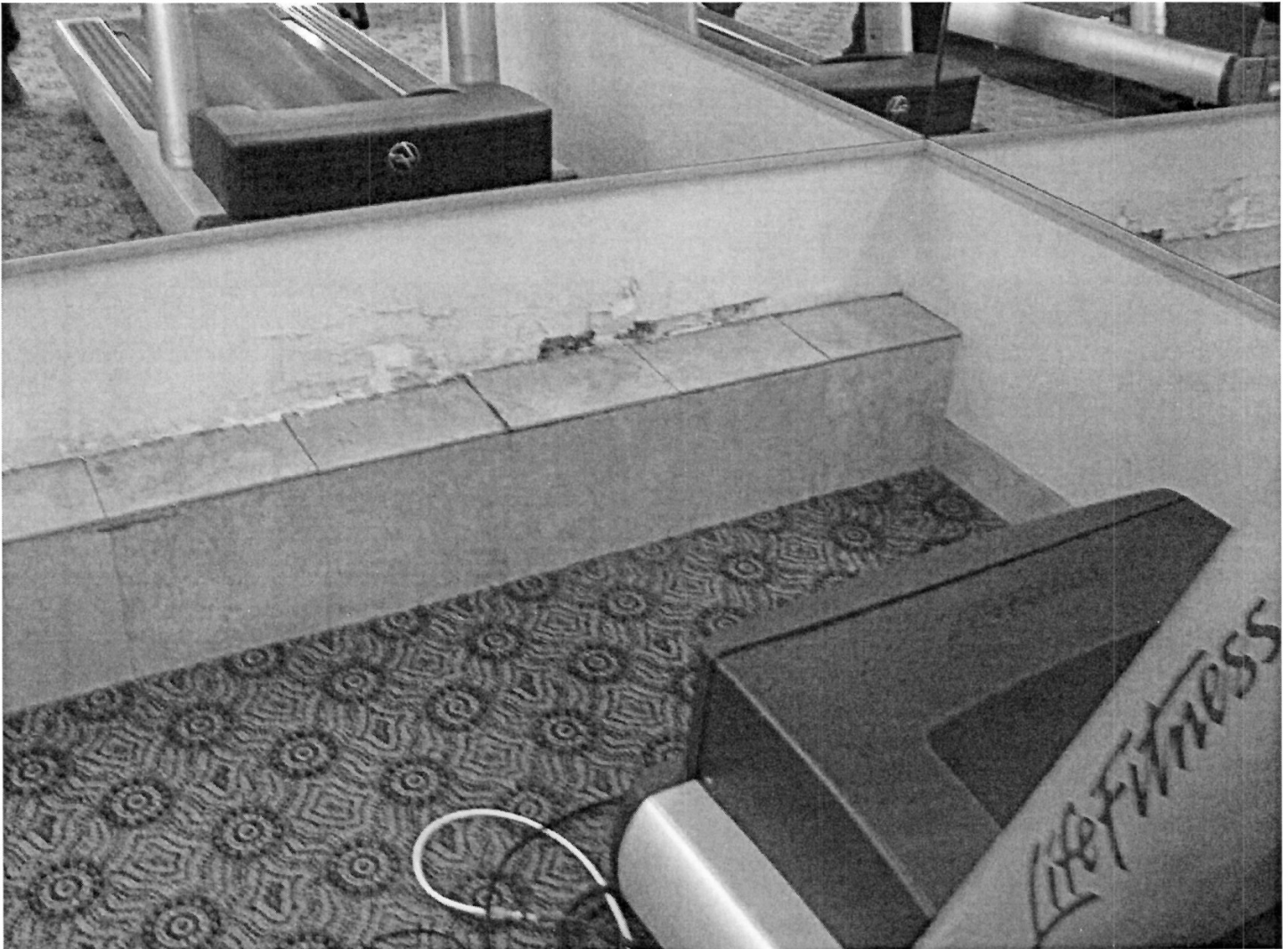
Date Taken: 10/28/2024





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39

38-P1450560

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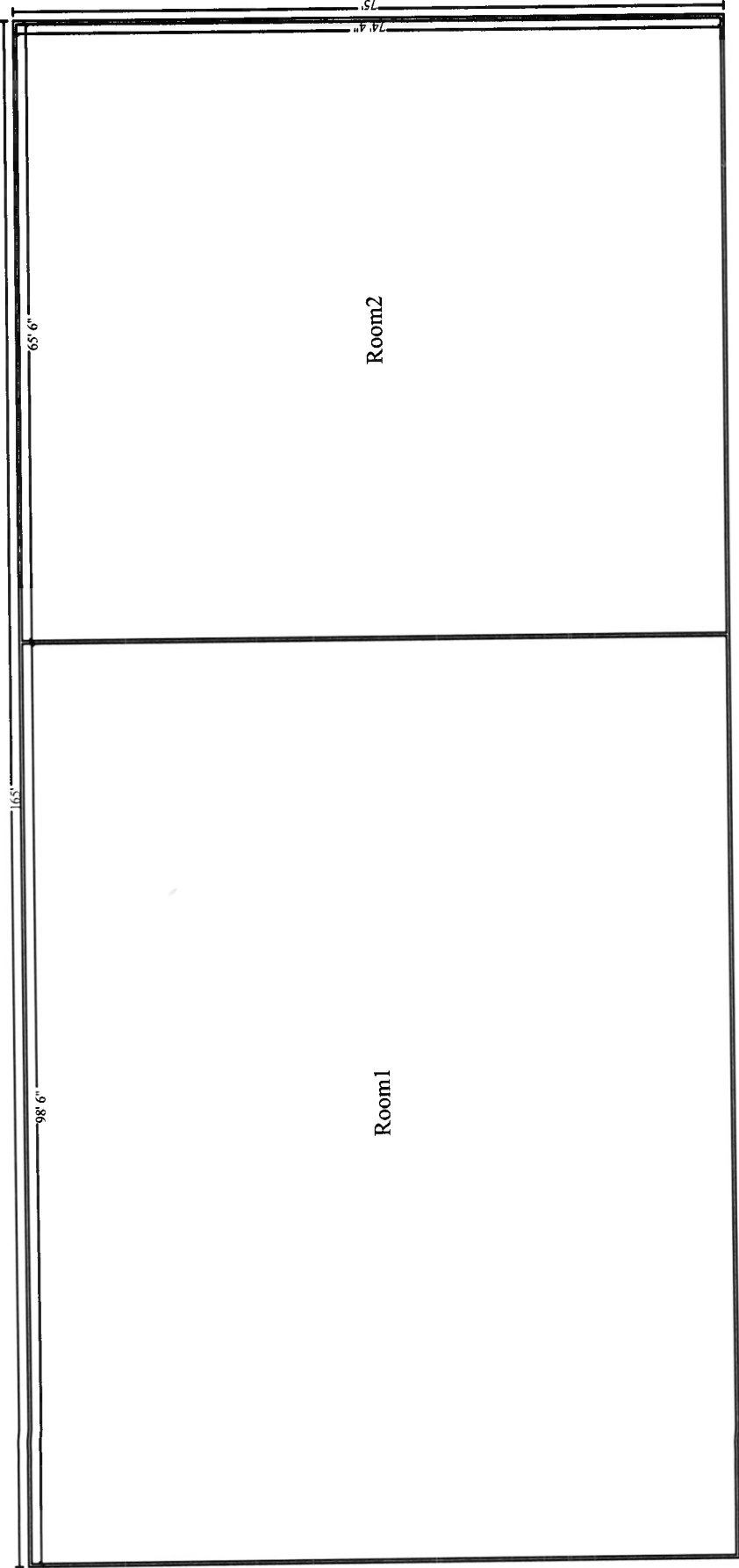


40

39-P1450545

Date Taken: 10/28/2024

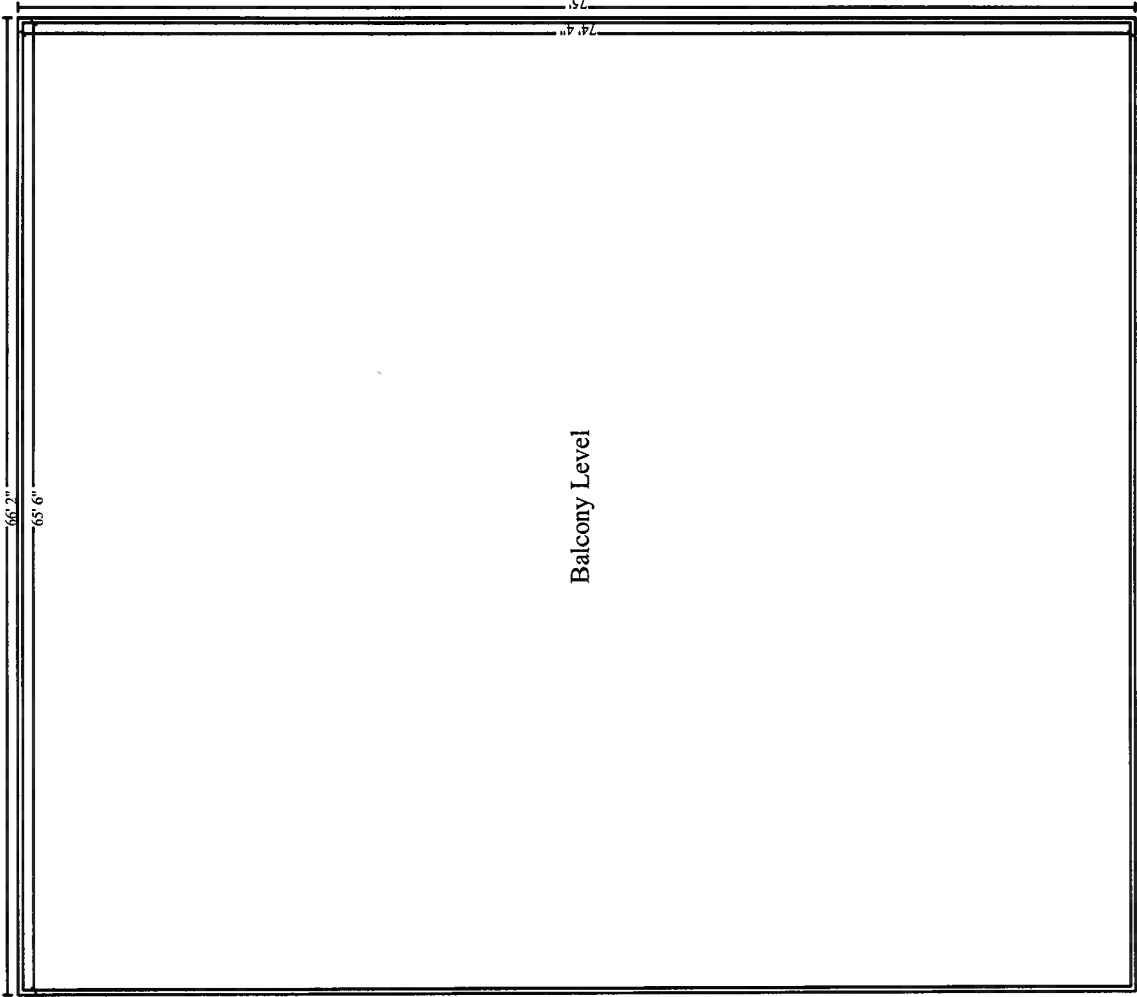
Level 1



Level 1



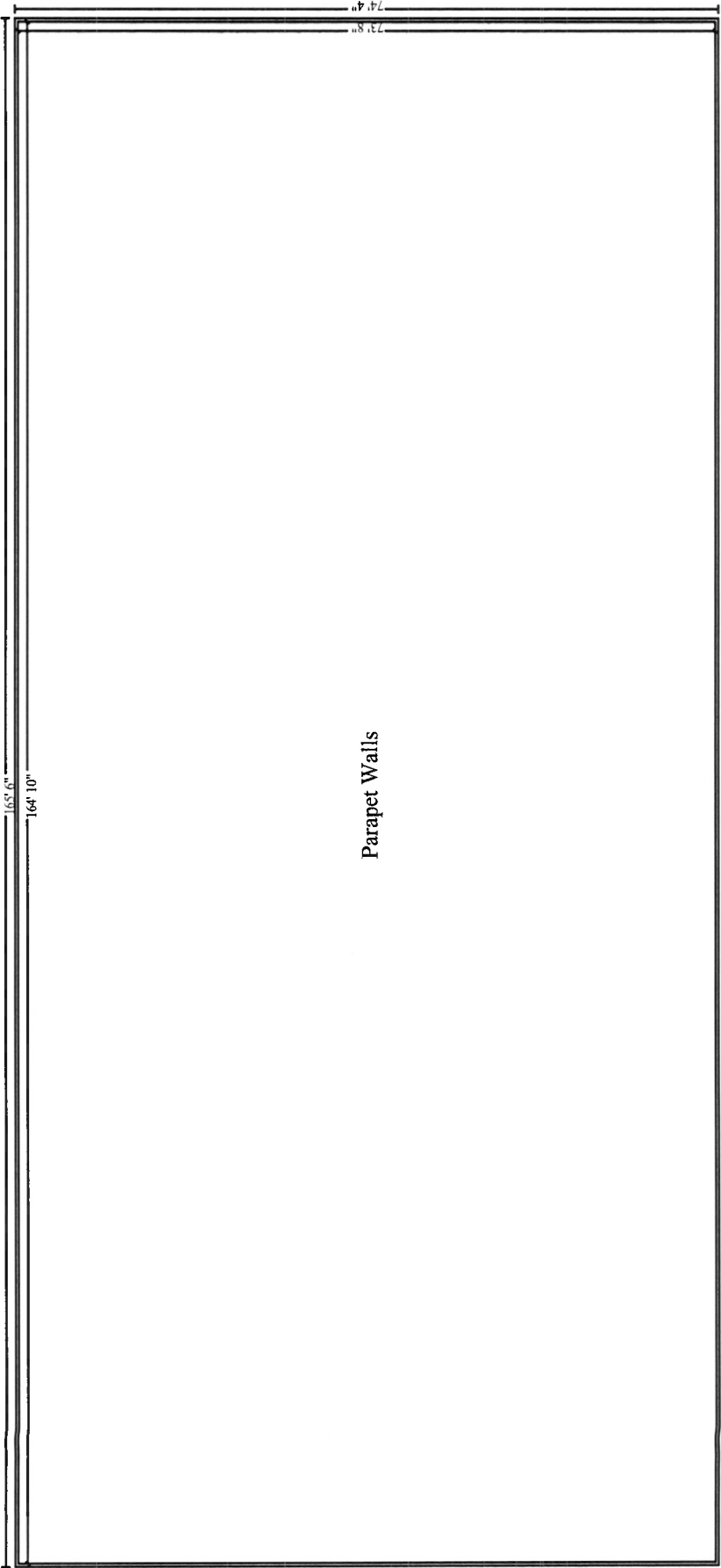
Level 2



Level 2



Parapet walls



Parapet walls